TERMS OF USE OF HIVE GRAPHQL

Thank you for using the Hive GraphQL (the "**Service(s)**"), an online cloud based software-as-a-service intended for the definition, management and analyzing of GraphQL APIs and infrastructures. The Service is operated and owned by Software Products Guilda Ltd., a company registered in Israel and/or its affiliates (together referred to as the "**Company**"). 'We', 'us' or 'our' means the Company, and 'you' or Customer means the subscriber to the Service and/or the entity on whose behalf the subscriber is using the Service. By using the Service you (a) accept these Terms of Use ("**Terms of Use**") and agree that you are legally bound by its terms on your behalf and on behalf of your employees that are authorized to use the Service by unique credentials assigned by the Company to use the Service ("**Users**") as of the date you accept these terms; and (b) represent and warrant that: (i) you are of legal age to enter into a binding agreement; and (ii) if you are a corporation, governmental organization or other legal entity, you have the right, power and authority to enter into these Terms of Use on behalf of the corporation, governmental organization or other legal entity and bind them to these terms.

Scope of License. This is a limited, non-transferable, non-exclusive license granted to you by the Company to use the Service, for internal purposes only, provided you pay the applicable fees. The Service can be accessed through any computer using user name and password provided to your Users upon registering to the Service. You may not distribute or make the Service available over a network where it could be used by multiple devices at the same time. With respect to your Users, you are responsible (a) that each User will use the Service subject to his or her authorization only; and (b) to ensure Service screens are not left unattended by Users in a manner that will allow access to unauthorized users. You may not rent, lease, lend, sell, redistribute or sublicense the Service or any of its components. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of the Company. If you breach this restriction, you may be subject to prosecution and damages. These Terms of Use will govern any upgrades provided by the Company that replace and/or supplement any component of the Service, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Customer Obligations

- You are responsible for maintaining the confidentiality of your account login information, if any, and are fully responsible for any and all activities that occur under your account, whether conducted by you, your organization, employees, etc. every User must ensure that s/he logs out from his/her account at the end of each session when accessing the Service;

- You are responsible to all activities with respect to your account, including all data Users make available for storage or processing by the Service and any result of the analysis by the Service to such data ("**Customer Data**");

- You shall use the Service only for legal purposes, shall not promote illegal activity and will comply with all laws, regulations and rights, including intellectual property rights, of third parties.

- You shall not collect or process in the Service, and Customer Data shall not include, any data (a) consisting of personal data or personal information under the General Data Protection Regulation (Regulation (EU) 2016/679), the California Consumer Privacy Act or any other applicable data privacy law; or (b) that is subject to heightened restrictions relating to the transmission or processing of data for the jurisdictions in which the Service is provided;

- You are prohibited from using the Services to collect or process transmit data that, if inadvertently disclosed, would trigger data breach notification laws in the jurisdiction where the Service is operated (e.g., social security number, financial account access information, driver's license number). You shall not use the Service to transmit any bulk unsolicited commercial communications.

Consent to Use of Data. The Service provides a definition, management and analyzing of GraphQL APIs and infrastructures. The Service is collecting data through the use of the Hive Agent we provide for you to install on your system. The Hive Agent operates automatically to collect and transmit data to our servers and also includes Hive Agent CLI that allows you to initiate transmission of data (both referred hereto as "**Hive Agent**"). When you use the Service you may (partial list):

- Create a GraphQL registry for your schemas
- Manage your GraphQL workflows
- Use as operations store
- Use as deployment utility
- Trace and inspect GraphQL usage
- Store schemas and access them in High-Availability
  - Experiment and test your GraphQL schema

You agree to the provision of the Services via the Service and to provide Company with all necessary information required to registering you to the Services.

No Warranty. The Company and any other parties involved in the creation, production, delivery, storage and activation of the Service expressly disclaim any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other warranty, condition, guarantee, or representation, whether oral, written or in electronic format, including but not limited to the accuracy, validation, or completeness of any information contained therein or provided by Service. The Company bears no responsibility for the accuracy, content or legality of anything contained in the Customer Data, including but not limited to defamatory, offensive, infringing, obscene, indecent, inaccurate or other unlawful or objectionable material or information. Any reliance on data or information from the Service is subject to your and your Users sole discretion and the Company bears no responsibility for any information or action taken or not taken based on the data generated by the Service. The Company shall not be liable to any breach of privacy between you or your Users and any third party during the performance of Services and shall not be liable for any loss or damages whatsoever from the use of, or reliance on the Service, unless caused as a result of gross negligence or willful misconduct of the Company. You are solely responsible to obtain all permissions, consensual consents and authorizations required by law from any third party with respect to the provision of the Service. All information and content transferred between you or your Users and third parties is under the exclusive control and own risk of you, your Users and the third parties and Company shall have no liability with respect to such information and content whatsoever. The Company and other parties involved in the creation, production, storage or delivery of the Service make no warranty, implied or explicit, that any part of the Services will be uninterrupted, error-free, virus-free, timely, secure, or accurate. The Company reserves the right to withdraw or amend the Service without notice. The Company shall not be liable if for any reason the Service or any part thereof are not available at any time or for any period. From time to time, the Company may restrict access to some parts of the Service, or the entire Service, if required, for maintenance or other reasons.

Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE COMPANY OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY ON YOUR BEHALF FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, PUNITIVE DAMAGES, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE SERVICE OR ANY PART OF THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall the Company's aggregate liability to you, whether for negligence, breach of contract, misrepresentation or otherwise, for all damages (other than as may be required by applicable law in cases involving personal injury) exceed in the aggregate the amount of subscription fee paid by you in the preceding six (6) months period in respect of a single occurrence or a series of occurrences. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Intellectual Property. All intellectual property rights in the Service, including but not limited to copyright, trademarks, content, design, trade secrets and other proprietary and intellectual property rights of the Service are owned by the Company. You do not acquire any rights in the Service or the software and/or SDK/APIs powering the Services, other than those specified in these Terms of Use. You will not remove

any copyright, patent, trademark, design right, trade secret or any other proprietary rights or legends from the Service, unless you are permitted to do so by the Company. Any use of Service, including copying, publishing, republishing, distributing, downloading, storing whether in whole or part, other than for your organization internal use, is prohibited without the written permission of the Company. Any suggestions, enhancements, recommendations or other feedback ("**Feedback**") provided by you to the Company with respect to the Service, shall not give you any rights or titles in Company's products or services. Company shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate any Feedback into the Service or other Company offerings. All enhancements and customizations to the Service shall be owned by Company.

Customer Data. As between Company and you, you will own the Customer Data. You are responsible for making and keeping copies of the Customer Data. Company will retain Customer Data to the time limitation set forth in Company's retention policies. The use of Customer Data by Company is in accordance with its privacy policy. You hereby grant Company a royalty-free, perpetual, irrevocable and transferable right to use the Customer Data for the provision of the Service and, in anonymized form, for statistical analysis and improving the Service purposes.

Termination. (A) These Terms of Use shall commence upon your first use of the Service by installing the Hive Agent or the first registration of your User, and shall continue until terminated as set forth herein. (B) You may terminate your subscription to the Services at any time by either uninstalling the Hive Agent or sending an email to contact@the-guild.dev. (C) Company may terminate your subscription to the Services at any time by written notice to you and we reserve the right to suspend or permanently terminate your access to the Service if you breach the provisions of the Terms of Use. Upon termination, you will immediately cease use of the Service and promptly pay any outstanding fees for the use of the Service through the termination date. Nothing contained herein shall limit any other remedies that Company may have for your default under these Terms of Use nor relieve you of any of its obligations incurred prior to such termination.

Content. All features, content, specifications, products and prices of products and services described or depicted on the Service, if any, are subject to change at any time without notice.
In addition, when using certain Services, you may be subject to any additional terms and conditions applicable to such Services relevant to you as a user of the Services, including, without limitation, their privacy policies. You must read, agree with and accept all of these terms and conditions, which include those terms and conditions expressly set forth herein and those incorporated by reference before using the Service.

You are responsible for maintaining your own privacy policy governing the collection, use and disclosure of personal information and for obtaining the necessary authorizations and consents for any personal information as well as consensual consents from your customers, if relevant.

Indemnity.

Indemnification by you: You agree to defend, indemnify and hold the Company and any affiliated company or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorney fees, related to or in connection with (i) the use of the Service or your placement or transmission of any message or information on the Service by you; (ii) your violation of any term of these Terms of Use; (iii) your use of Customer Data in violation of any third party right or applicable law; or (iv) your violation of any law, rule or regulation of any country.

Indemnification by Company: Subject to the terms of these Terms of Use and any other agreement entered into by you and the Company, the Company shall indemnify and hold you harmless from and against any and all liabilities, costs, and expenses, including reasonable attorney fees, arising from any claim brought against you alleging that the Service infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party. Upon notice of an infringement claim, Company may, at its option, obtain a license for you to continue using the Service, substitute other equivalent products or modify the Service so that it is no longer infringing, or terminate these Terms of Use and other agreement entered into with you. The foregoing indemnification obligation will not apply to any infringement claims to the extent arising from (i) Service which has been modified by parties other than Company, or (ii) use of the Service in combination with other software, services or hardware where the combination with such

other software or services infringes the intellectual property rights of such third parties, or (iii) hardware that gives rise to an infringement claim, (iv) lack of compliance with the specifications of the Service, or (v) your use of such Service after notice from Company that you shall cease use of the Service; in such events, Company shall not be required to indemnify you or any third party.

The obligation of either party to indemnify the other party is contingent upon (a) the receipt of written notice immediately after the date the indemnified party first becomes aware of a claim or a threatened claim; (b) sole control of the settlement, compromise, negotiation and defense of any such action by the indemnifying party; and (c) reasonable assistance from the indemnified party in defending the claim.

Independent Contractors. Each of the parties hereto is an independent contractor, and is not an employee, agent or partner of the other.

Publicity. (A) Company may identify you as a customer of Company in its website and other marketing materials. (B) Provided you are satisfied with the Service, Company may develop a case study for public dissemination and marketing use by Company, describing the benefits you have derived from the Service. You will reasonably cooperate with such case study. Publishing shall be subject to your prior written approval, not to be unreasonably withheld.

Jurisdiction.

These Terms of Use shall be governed by and construed exclusively in accordance with the laws of the State of Israel. With respect to any dispute or disagreement between the parties arising out of or in connection with these Terms of Use, the parties shall make a good faith effort to resolve that dispute by discussions between them. If they are unable to resolve that dispute or disagreement within thirty (30) calendar days after one party has given the other notice of such dispute or disagreement, then any and all controversy or claim arising directly or indirectly out of or relating to the Agreement, its breach or interpretation, will be resolved by arbitration, commenced within 15 days of either party's written request. Arbitration shall be held in Tel Aviv before a single arbitrator nominated by the Arbitration Institute of the Israeli Bar Association. The arbitration will be subject to the **Arbitration Law**, 5728-1968 and the rules of the Arbitration Institute of the Israeli Bar Association. The arbitral award shall not be subject to appeal.

Miscellaneous.

Assignment. Neither party may assign these Terms of Use without the other party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, each party may transfer these Terms of Use upon written notice to the other party: (a) to any entity controlling, controlled by, or under common control with, the transferring party, where "control" means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity; or (b) to any entity acquiring the transferring party, with which the transferring party is merging or to which the transferring party sells all or substantially all of its assets. Any attempt to assign these Terms of Use except as permitted under this Section, will be null and of no effect. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of each party's successors and permitted assigns.

Force Majeure. Neither party shall be liable for any delay or failure in performance (other than non-payment of amounts owing) due to causes beyond its reasonable control.

Severability. If any part of these Terms of Use is held to be unenforceable or invalid, in whole or in part, by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

Waiver. The waiver of a breach of any provision of these Terms of Use will not operate or be interpreted as a waiver of any other or subsequent breach of that or any other provision.

<u>Notices</u>. All notices permitted or required under these Terms of Use shall be in writing and shall be delivered in person, by overnight courier or express delivery service, or by first class,
registered or certified mail, postage prepaid, or by confirmed email delivery, to the address of the party specified upon subscription to the Service or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

<u>Electronic Signatures.</u> You agree that your use of a computer-based system to accept these Terms of Use and/or signing any document, certificate or record required during the provision of the Service (together, the "**Documents**") by means of an electronically-produced signature, shall have the same legal effect as if, such signature had been manually written on such Documents and that such Documents shall be deemed to have been signed by you for the purposes of any statute or rule of law that requires such Documents to be signed. The parties acknowledge that, in any legal proceedings between them in any way relating to these Documents, each party expressly waives any right to raise any defense or waiver of liability based upon the execution of these Documents by means of an electronically- produced signature.

<u>Entire Agreement.</u> These Terms and Conditions, together with any other written and signed agreement between you and the Company expressly referring to these Terms of Use are the entire agreement between you and the Company and supersedes any prior understandings or agreements (written or oral).

Updated: 6th September 2021