

Terms of Use

These terms of service, together with any other agreements or terms incorporated by reference, including our [Privacy Policy](#) (the "**Terms**") govern your use of the Services. These Terms constitute a binding and enforceable legal contract between Komodor and You. By accepting these Terms electronically by clicking a box indicating your acceptance, or by using the Services, you agree to these Terms. If you are entering into these Terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the term "You" will refer to such entity and its affiliates. If the legal entity that you represent does not agree with these Terms, you must not accept these Terms or use the Services.

1. Definitions

- 1.1. "**Account**" means an online account registered by you for the purpose of using the Services.
- 1.2. "**Connected Accounts**" means the Third Party Products accounts with respect to which You choose to receive the Services.
- 1.3. "**Content**" means any files, data, material and information submitted, uploaded and stored by You through the Service.
- 1.4. "**Platform**" means the Komodor's solution for development operations management tools for Customer's activity on Connected Accounts.
- 1.5. "**Services**" means any applications, products, services, documentation, and software made available through the Platform.
- 1.6. "**Third Party Products**" means any service, products, software or application that is provided by a third party and interoperates with a Service.
- 1.7. "**Trial Period**" means a period commencing on the date the Account is established ,unless extended by the parties in writing (including any election to extend via the Platform).
- 1.8. "**User Data**" means data relating to Your use of the Platform and Services in conjunction with the Connected Accounts, but excluding Content from Connected Accounts.
- 1.9. "We", "Us", "Komodor" or "Our" means Komodor Ltd. and its affiliates.
- 1.10. "You" or "Customer" means the company or other legal entity and its affiliates for which you are accepting these Terms.

2. The Services

- 2.1. Registration. Following the initial registration of an Account you will have the ability to access the Platform and use the Services in connection with Connected Accounts solely for the purpose of your internal evaluation purposes of the Services (the "**Trial**") during the Trial Period. We may update the Services from time to time, including adding or removing functions.
- 2.2. Software. Some Services may require you to download software. If any software is offered under an open source license, we will make the license available to you and the provisions of that license shall apply notwithstanding any provisions to the contrary under these Terms.
- 2.3. Children under 18. The Service is not directed at children. If you are a child, please do not use or attempt to register to use the Service.

3. Registration and Account

- 3.1. Establishing an Account. You must register and establish an Account in order to use our Services. Connected Accounts may require registration, installation of necessary software or action on

your part, to enable the activation of Services in relation to such Connected Accounts. You may allow up your employees to use the Account in connection with the Trial (each, an "**Authorized User**"), provided each such Authorized User shall have separate login information.

3.2. Account Information. You must safeguard your Account and not disclose, and procure that Authorized Users not disclose, the login information associated with the Account. You must provide us accurate and complete information in order to create an Account, including details of the Connected Accounts that are linked to the Account, and information of Authorized Users. You agree to keep your Account information up to date and accurate, including with regard to Connected Accounts. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE ACCOUNT USERNAMES AND PASSWORDS. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER THE ACCOUNT. You must notify us immediately of any unauthorized use of your Account or any other breach of security.

3.3. Deletion of Account. You may delete your Account at any time. Any Content, User Data and other information and data entered into the Services may be permanently deleted if you delete the Account, provided we may retain certain information as required to comply with our legal obligations, resolve disputes and enforce our agreements (unless we are instructed otherwise).

3.4. Use of Data. Komodor may collect User Data, and You hereby grant Komodor permission to collect User Data available on the Platform and to use such User Data to improve the Platform performance and functionality and improve services and support to Komodor customers and for other business purposes including monitoring, statistical data gathering, diagnostics, comparative analyses, press and supplies utilization, complementary solutions usage, security and software integrity assurance, remote control and support and click performance tracking and billing. You represent and warrant that User Data shall not include personally identifiable information or personal data, as such terms are defined under applicable law. We have no obligation to monitor Content or User Data for compliance or to confirm it does not include personally identifiable information or personal data, but may do so in our sole discretion. Komodor may use User Data as set forth in its privacy policy referenced above. Komodor shall not use Content except for the limited purpose of providing the Services.

4. Your Content

4.1. License to Content. You grant us a worldwide, non-exclusive license to host, copy and use your Content as required in order to provide You with the Services. Subject to this limited license we do not acquire any right in your Content and You or your licensors retain all rights and ownership to your Content. You warrant that You have full rights to provide to us any Content that You provide through the Services. We have policies in place to limit the access of our employees to Content. Where policies permit access to the Content, it is only for the purpose of providing the Services and supporting You in your use of the Services.

4.2. Responsibility for Content. The Services are not intended to be used as storage, backup or archiving services. It is your responsibility to back up your Content and you are responsible for any lost or unrecoverable Content.

5. Use Obligations and Restrictions

5.1. Obligations. You agree to do each of the following in connection with your use of the Services: (i) comply with all applicable laws, rules and regulations, including those regarding data privacy, intellectual property rights and export control; (ii) use the Services only for the purpose of the Trial, and only during the Trial Period; (iii) use reasonable security precautions for providing access to the Services by your Authorized Users, customers or other individuals to whom You provide access.

5.2. **Restrictions.** You must not misuse the Services. For example, you may not, whether by yourself or anyone on your behalf (a) sell, resell, or lease the Services or access or attempt to access the Services by any means other than the interface we provided or authorized; (b) circumvent any access or use restrictions put into place to prevent certain uses of the Services; (c) use the Services to store, share or transmit content which is unlawful, infringing, harmful or which violates any person's rights, including privacy rights and intellectual property rights; (d) attempt to disable, impair, or destroy the Services, or Platform; (e) reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so; or (f) use the Service for any benchmarking or competitive purposes.

6. Intellectual Property Rights

6.1. **Retention of Rights.** All rights not expressly granted to You under these Terms are reserved by Komodor and its licensors. We and our licensors reserve all rights, title and interest to the Services, the Platform and any of their related intellectual property rights. The Terms do not convey to You an interest in or to Komodor's intellectual property rights. Nothing in the Terms constitutes a waiver of Komodor's Intellectual Property Rights under any law.

6.2. **Feedback.** To the extent You provide us any feedback, comments or suggestions ("**Feedback**"), you grant us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Services or any of our current or future products or services.

7. **Indemnification.** You will indemnify, defend, and hold harmless Komodor, its affiliates, resellers, employees and agents (the "**Indemnified Parties**") from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of any claim, demand, suit or proceeding by a third party alleging that your Content or your use of the Services infringes or misappropriates a third party's intellectual property rights or privacy rights, violates applicable law or that your use of the Services is in violation of these Terms.

8. **Disclaimers of Warranties.** THE SERVICES ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND Komodor DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO RELIABILITY OF SERVICE, WARRANTIES OF NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WE DISCLAIM ALL LIABILITY AND ANY OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, WITHOUT ERROR, OR FREE OF DEFECTS.

9. Limitation of Liability

9.1. IN NO EVENT WILL Komodor BE LIABLE FOR (I) INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR (II) LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IN EACH CASE ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF Komodor HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. IN NO EVENT WILL Komodor'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR TO THE SERVICES EXCEED AN AMOUNT OF US\$100.00.

9.3. THESE LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. Term and Termination

10.1. **Term.** These Terms commence on the date you first accept them and will remain in effect until these Terms are terminated or the Trial Period expires, whichever occurs first.

10.2. **Termination.** You may stop using the Services at any time and you may delete your Account. We may suspend or terminate your access to the Services at any time at our discretion and without notice if You do not comply with these Terms. Upon termination of the Services to You, the Account will be terminated, and from the date of termination You will no longer be able to access your Account.

10.3. **Survival.** The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Governing Law and Jurisdiction and General sections, will survive the termination or expiration of the Terms.

11. Governing Law and Jurisdiction. These Terms are governed by the laws of the state of Israel excluding rules as to choice and conflicts of law and the courts in the state of Israel will have jurisdiction; however, Komodor or its Affiliate may bring suit for payment in the country where Your entity is located. You and Komodor agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

12. General

12.1. **Changes to Terms.** Komodor may change the Terms from time to time, and such change will become effective upon the date on which it is posted on the Platform. You are responsible for checking the website regularly for such changes. By continuing to access or use the Services you agree to be bound by the revised Terms.

12.2. **Severability.** If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

12.3. **Waiver.** No waiver by us of a breach of any of the provisions of terms of these Terms shall be construed as a waiver of any preceding or succeeding breach of any of the provisions of these Terms.

12.4. **Relationship.** Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and Komodor.

12.5. **Entire Agreement.** These Terms contain the entire agreement between Komodor and You relating to your use of the Services and supersedes any and all prior agreements between Komodor and You in relation to the same. You confirm that, in agreeing to accept these Terms, You have not relied on any representation except as has expressly been made by Komodor in these Terms.

12.6. **Assignment.** You may not assign your rights or delegate your obligations under these Terms without Komodor's prior written consent. Any purported assignment contrary to this section will be null and void. Komodor may assign its obligations hereunder among the various Komodor entities within the Komodor Inc. group, by a change to the definition of Komodor hereunder which change will become effective upon posting on the Platform.

12.7. **No Third Party Rights.** There are no third-party beneficiaries to these Terms. Without limiting this section, Users are not third-party beneficiaries to your rights under these Terms.

13. Contact Us. For any questions about these Terms or any other issue regarding Komodor or the Services please contact us at: support@komodor.io