

LEGAL DOCUMENTS

Dear customer, below you will find the legal documents governing Your relationship with us with respect to each of the use by You and Your appointment as reseller of the Products (as defined below) and Your use of the FSCLoud (as defined below), respectively.

Please refer to the appropriate document based on Your commercial interaction with the Cipia. Your use of the Products and/or the FSCLoud constitutes a consent to abide by the respective terms herein below.

GENERAL TERMS AND CONDITIONS

Last Updated: 13 Oct 2024

This General Terms and Conditions together with the terms and conditions stated on the Fee Quote and/or the purchase order confirmation ("**PO Confirmation**") and the Price List (collectively, this "**Agreement**") constitute an agreement between you, the client listed in the Fee Quote (both an individual and any legal entity on whose behalf such individual is acting) ("**You**" or "**Your**" or "**Yourself**" or the "**Client**") and Cipia Vision Ltd. ("**We**" or "**Our**" or "**Us**" or "**Cipia**") (each, a "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, You desire to market and sell Our Cipia-FS10 devices (the "**Devices**") and its related proprietary products (including hardware, middleware, software, FSCLoud, FSCLoud Service) (collectively with the Device, hereinafter shall be referred to as the "**Products**"), to persons, corporations, organizations or other entities ("**Customers**"), together with Your products and solutions in the Territory listed in the Fee Quote and/or the PO; and

WHEREAS, based on the foregoing, We have agreed to grant You certain rights in marketing and promoting Our Products to Customers located in the Territory, either as stand-alone products or bundled with Your own products (as detailed in the Fee Quote).

NOW, THEREFORE, in consideration of the mutual representations, covenants, and agreements set forth herein, the Parties agree as follows:

1. PRODUCT DISTRIBUTION LICENSE

- 1.1. As of the date specified in the Fee Quote and/or the PO Confirmation (the "**Effective Date**"), and subject to the terms and conditions of this Agreement, We hereby grant to You, a non-exclusive, revocable, limited license and You accept from Us such License, to install and integrate, by Yourself or through others, the Product into Your products (or third-party products that were approved by Us in writing for integration), and/or market, sell and distribute (the "**Distribution**" or to "**Distribute**") the Products to Customers located in the Territory specified in the Fee Quote and/or the PO Confirmation (the "**Territory**" and the "**Distribution License**", respectively).
- 1.2. We hereby grant You a non-exclusive, revocable (subject to the terms of this Agreement), limited license to copy and distribute to Your Customers certain documentation, technical notes, manuals, or other professional documentation related to the Products, which We supplied and/or will supply to You (the "**Documentation(s)**"). You hereby declare that You know and understand that the license under this section 1.2 will expire together with the Distribution License defined herein above, and agree and warrant that Your use in the Documentation will be as follow:
 - (i) the Documentation content will be included in a whole and without any modifications which were not pre-approved by Us in writing; and
 - (ii) You will use the Documentation for the purpose of Distribution, and not for any other purpose; and
 - (iii) You will not translate, amend, or alter the Documentations, or make any additions thereto which relate to the Products, without Our prior written consent; and
 - (iv) You will not publish the Documentation, or any part thereof, on your website and/or on any other publicly available resource without first obtaining the prior written consent of Cipia.
- 1.3. To the extent that a purchase order or a Fee Quote includes the purchase of a subscription to use Company's cloud services (the "**FSCLoud**"), such usage and subscription shall be governed by Company's FSCLoud terms and conditions available herein below ("**FSCLoud T&Cs**") which constitute an integral part of the Agreement. In the event of contradiction between The FSCLoud T&Cs and the terms and conditions set forth herein, the FSCLoud T&Cs will prevail solely with respect to the usage of and subscription to the FSCLoud.

- 1.4. Use Restrictions. Except as expressly permitted herein, or in an applicable Fee Quote or purchase order in no event shall You, any Customer, or anyone else on Your behalf:
- (i) Decode, reverse engineer, disassemble, decompile, or otherwise translate or convert the Products or any part thereof.
 - (ii) Transfer, loan, lease, assign, rent, or otherwise sublicense the Products.
 - (iii) Remove any copyright, proprietary or similar notices from the Products or any documentation thereof (or any copies thereof), unless explicitly approved by Us.

2. **TRADEMARKS**

- 2.1. We may grant You a non-exclusive license within the Territory to use, copy, reproduce, and otherwise display certain of Our trademarks (including but not limited to brochures, presentations, images, icons, videos, logos, textual content, trade names) (the “**Trademarks**”). To the extent You will supply with this license, You hereby agree to refrain from changing and/or altering the Trademarks in any way, and declare that You Know that the license under this section 2.1 will expire together with the Distribution License (as the term defined under section 1.1 above), and declare that Your Use in the Trademarks shall be only:
- (i) with respect to the Products and/or the related Marketing Materials (as defined below); and
 - (ii) for the purpose of Distribution and not for any other purpose; and
 - (iii) in good faith only; and
 - (iv) under the instructions provided in writing to You from Us.

3. **MIDDLEWARE**

- 3.1. Source Code Based. We may supply You with certain software components, in source code format, which may assist in the integration and operation of the Products (the “**Source Code Middleware**”). You hereby acknowledge that the fact that the Source Code Middleware is provided in source code format is merely due to technical restrictions and does not grant you with any rights or title to the intellectual property embedded therein or related thereto, nor the right to conduct any modifications, changes, alterations, upgrades, or derivatives works thereto. To the extent it is relevant, We hereby grant You a non-exclusive, revocable (subject to the terms of this Agreement), limited license to use, distribute, copy, integrate, and otherwise implement the Source Code Middleware as-is, in connection with Your use of the Products only, and not as a standalone component or with respect to any other component other than the Products. This license provided hereunder shall expire together with the Distribution License. Any change to the source code of the Source Code Middleware must be pre-approved in writing by Cipia, and subject to a separate license agreement and the limitations and restrictions set forth thereunder. For avoidance of doubt, Cipia is in the process of changing the middleware service from Source Code Middleware to Containers Middleware. At the end of such process the Source Code Middleware will not long be supported by Cipia.
- 3.2. Containers Based. We may supply You with certain software components, in containers format, which may assist in the integration and operation of the Products (the “**Containers Middleware**”). To the extent it is relevant, We hereby grant You a non-exclusive, revocable (subject to the terms of this Agreement), limited license to use, distribute, copy, integrate, and otherwise implement the Containers Middleware as-is, in connection with Your use of the Products only, and not as a standalone component or with respect to any other component other than the Products. This license provided hereunder shall expire together with the Distribution License.

4. **BRANDING**

- 4.1. The Products may be rebranded or uniquely branded (the “**Branding**”).
- 4.2. Any Branding shall be at Your expense subject to the following cumulative conditions:
- (i) You will meet the distribution requirements set forth in the Fee Quote; and
 - (ii) You will pay the Branding Fee set forth in Fee Quote attached hereto; and
 - (iii) You will ensure that any and all of the Documentation attached to the Products, or other written or oral material supplied or provided by Us includes product features, disclaimers, and product limitations attached thereto or related therewith; and
 - (iv) You will obtain Our previous written consent.

5. **MARKETING MATERIALS**

- 5.1. We may provide You, from time to time, with Product specifications, brochures, and data sheets (in English) (the “**Marketing Materials**”) to Your marketing efforts.

- 5.2. You may prepare Your own marketing materials regarding the Products and even include the Marketing Materials therewith, for as long as they include Product features, disclaimers, and limitations attached thereto or related therewith, and provided that no other representations or warranties will be made with respect to the Products, its features, and/or its limitations.

6. **PRODUCT CHANGES IN YOUR INITIATIVE**

- 6.1. You will not incorporate any change in design, functionality, or other technical specifications of Our Products, without obtaining Our prior written consent.

7. **PRODUCTS' INTEGRATION AND HOMOLOGATION**

- 7.1. The Products' integration procedure will be conducted solely by You. For that purpose, We will equip You with an installation kit. The installation kit is subject to fees as determined By Us and detailed in the applicable PO.
- 7.2. Any and all local certifications and homologations shall be conducted solely by You. We will provide you with the general certifications and any available technical documents (in English) that may be required to assist You in this process.

8. **ASSISTANCE, MAINTENANCE, AND TECHNICAL SERVICES**

- 8.1. During the pre-sale phase (only), and subject to Our sole discretion, We will assist You remotely with troubleshooting or by way of providing remote demonstrations and field trials for Customers.
- 8.2. During the Warranty Period (which specified in the Fee Quote), We will provide You, without additional charges, maintenance services, telephonic and remote support for the purpose of supporting Your marketing and sales activities, as (and if) specified in the Fee Quote. After the lapse of the Warranty Period, such services shall be subject to additional payment as shall be mutually pre-agreed by the Parties.
- 8.3. As of the Effective Date and for a period of 1 year thereafter, We will provide You with available updates and bug fixes without additional charges (the "**Technical Services**"). After 1 year, such Technical Services shall be subject to additional payment as shall be mutually pre-agreed by the Parties.
- 8.4. As part of the provision of the Technical Services, some of the Products may connect to Company's monitoring server and send logs stored inside such Products for analysis. For this purpose, some of the Products may, from time to time, automatically connect to Company's monitoring server and check for pending logs requests and send out requested logs to Company's monitoring server if applicable ("**Remote Logs Feature**"). Logs sent to Company's monitoring server shall not include any media file, including video files. You may, subject to Your sole discretion, disable the Remote Logs Feature. The Remote Logs Feature shall not, in any way, interfere with the Products ongoing connection to Your servers and the operation of the Products. This Remote Log Feature may require obtaining the knowledgeable consent of Your personnel and/or the any data subject whose logs are being collected, stored and transmitted to Our server. You agree and are liable to obtain all such consents and approvals under all applicable laws in connection with the Remote Logs Feature.

9. **FUTURE PURCHASE ORDERS**

- 9.1. Subject to the terms and conditions of this Agreement, You may submit Us, from time to time a PO for the Products You wish to purchase. PO may not be canceled, suspended, or amended.
- 9.2. Each PO shall contain the:
- (i) name of Product; and
 - (ii) number of units of Product; and
 - (iii) the price for the purchased units of Product; and
 - (iv) Product model, specifications, and version, as applicable and any other specific information required by this Agreement or by the circumstances of the PO.
 - (v) Any limitations on the sales of the product (including but not limited to territory, certain customers, etc.), if applicable.
- 9.3. Within five (5) business days of receipt of any PO, We will acknowledge receipt and acceptance thereof ("**Acceptance Notice**") or will notify You in writing of Our refusal to accept it. For the avoidance of doubt, refusal to a PO may be made for any reason and under our sole discretion and you hereby waive on any claims regarding this matter.
- 9.4. During the Term of this Agreement, You shall provide Us with a quarterly forecast with respect to the Products to be purchased. Such forecast shall be in a manner and form reasonably requested by Us. You acknowledged

- 9.5. that the forecast will serve as the basis for Our production plans and therefore We shall not be required to approve any PO which exceeds the number of Products indicated in the forecast. It is acknowledged that the forecast does not represent a guarantee of sales by the Client or the supply by Cipia.
- 9.6. You acknowledged that the average lead time for Provisions of the Products is 9 weeks, and therefore, You shall be responsible to purchase adequate stock in order to meet market demand.

10. **PRICES AND PAYMENT TERMS**

- 10.1. The agreed price per unit of Product is the price specified in each Fee Quote and/or a PO, net amount to be paid to Cipia, plus applicable VAT or sales tax (if applicable) (the “**Price Per Unit**”). Any change in the mutually agreed Price Per Unit shall be mutually agreed by the Parties in advance of bona fide discussion and be recorded in a written updated Fee Quote.
- 10.2. Additional payment and delivery terms shall be as set specified in the Fee Quote.
- 10.3. In the event that You do not collect the Product by the delivery date, you may be charged with storage fees.

11. **REPRESENTATIONS AND WARRANTIES**

- 11.1. Our Representations and Warranties. We represent and warrants to You that:

- (i) We have the right to enter into this Agreement;
- (ii) We will comply with all of the terms of this Agreement;
- (iii) We will comply with and adhere to applicable laws and regulations in the performance of Our responsibilities under this Agreement;
- (iv) We make no warranty or representation that any Trademarks are capable of registration, nor that they are valid or enforceable in any jurisdiction;
- (v) Except as explicitly written herein, We shall ensure that there is no backdoor into the Products and no unauthorized connection, nor any data transfer will be established to/from the Products without Your explicit permission and the Customer explicit permission.

- 11.2. Your Representations and Warranties. You represent and warrants to Us that:

- (i) You have the right to enter into this Agreement;
- (ii) You will not duplicate or reproduce or support any other party in duplicating or reproducing the Products, the documentation attached to the Products or other written or oral material supplied or provided by Us except with Our prior written consent, and will not modify or amend any of the product features, disclaimers and product limitations attached thereto or related therewith;
- (iii) You will be responsible for all expenses incurred by You in Your performance of this Agreement;
- (iv) You will comply with all of the terms of this Agreement;
- (v) You will comply with and adhere to applicable laws and regulations in the performance of Your responsibilities under this Agreement, including any applicable privacy laws.

12. **DEVICE WARRANTY, SERVICE LEVEL AGREEMENT AND RETURN OF MERCHANDISE AUTHORIZATION**

- 12.1. Limited Device Warranty. Our Devices, the road-facing camera and the Canbus/RS232 converter (the “**Warrantied Component(s)**”) are covered by a 1-year product limited warranty (the “**Warranty Period**”). We warrant that, during the Warranty Period, the Warranties Components will be free from material defects in materials and workmanship under normal use, which prevents the Device from operating in functional equivalence to the Documentations (the “**Defect(s)**” and the “**Warranty**”, respectively).

- (i) Remedies. In case of any Defect in any of the Warrantied Components purchased by You during the Warranty Period, We will, under Our sole discretion and subject to applicable laws, either repair such Defect using new or refurbished components, or replace the defected Warrantied Component(s) with a new or refurbished Warranties Component(s). Our obligation under this Limited Warranty Clause shall be Your sole and exclusive remedy for any Defect in any of the Warrantied Components during the Warranty Period.
- (ii) Warranty Extension. At the date in which You purchase the Devices, You shall also have the option to purchase an extension for the warranty (the “**Warranty Extension**”). The Warranty Extension can be bought for 2 additional years subject to additional payment as shall be mutually pre-agreed by the Parties.
- (iii) Warranty Limitations. The limited warranty set forth herein shall be void and of no effect if the

Defect(s) is caused by and/or due to:

- faulty maintenance or repair, improper storage, excessive loads, faulty transportation, incorrect or careless handling, unsuitable work equipment, unsuitable work environment or by alterations undertaken without Our prior consent; and/or
- non-compliance with this Agreement and/or our provisions and/or the Documentation and/or any other instruction given by us; and/or
- any act or omission by anyone other than Us; and/or
- power shortages, irregularities or failures; and/or
- any other cause beyond Our control (such as, inter alia, technological Defect(s) which caused as a result of integration performed by You or anyone on Your behalf; and/or
- if the Defect has not been reported within the Warranty Period.

- 12.2. Return of Merchandise Authorization. In the event the reported Defect cannot be resolved and provided that the Warranty Period did not lapse, Cipia will approve the return of the Defected Device and provide a replacement (the “**Replacement Device**”). The Replacement Device may be new or refurbished under Our sole discretion. We will cover shipping costs of the Replacement Device to Your offices. You will be responsible for any customs clearance in final destination that may be required with respect to releasing the Replacement Device from customs control. In case an inspection/analysis of the defective Device is required by Us, We will also arrange for the pick-up of said Device. If We decide that it's not necessary to send faulty device for inspection/analysis We may ask You to destroy the faulty equipment and provide Us evidence thereof in the form of a video recording.
- 12.3. Support and Service for Devices Outside the Limited or Extended Warranties. Devices which are not under Our limited or extended warranties, You will have the option to send a defected Device for Our inspection and repair/replacement. You will be responsible for all shipping fees and other fees associated with the repair or replacement of the defected Device.
- 12.4. Reimbursement for Misuse. In the event that a defected Device, which is still under the limited or extended warranties, is shipped for inspection and is found to be used not in accordance with these Terms, You will reimburse Cipia for the shipping, replacement and/or repair costs, As applicable.
- 12.5. Service Level Agreement. In case of any question related to the Our Cipia-FS10 device, Customer shall promptly report to Cipia via support portal located at support.cipia.com. Reported issues will be resolved as set forth below:

Type of issue	Severity	Reaction time	Resolution time
Support	Critical	Less than 4 hours*	Less than 8 hours*
	Major	Less than 12 hours*	Less than 4 business days
	Discrepancy	Less than 48 hours*	Less than 14 business days
	Inquiry	Less than 72 hours*	Less than 120 hours
Bug	Critical	N/A	Less than 14 business days
	Major	N/A	Less than 30 business days
	Discrepancy	N/A	Less than 90 days
	Minor/Usability	N/A	Less than 180 days

*within working hours

13. **LIMITATION OF LIABILITY**

- 13.1. **Warranty Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO OTHER WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE MADE BY US WITH RESPECT TO THE PRODUCTS OR THE LICENSES HEREIN OR THE TECHNOLOGY, OR THEIR PERFORMANCE HEREUNDER, AND THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY STATED HEREIN, INCLUDING BUT NOT LIMITED MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCT OR TECHNOLOGY WILL MEET YOURS OR END-USER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR FREE AND FOR SAKE OF CLARITY IT IS HEREBY CLARIFIED THAT THE AIM OF THE PRODUCTS IS TO PROVIDE APPLICATIVE INDICATION ON END-USER'S STATUS AND NOT FOR MONITORING USE.

- 13.2. IN NO EVENT WILL NEITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR PARTY FOR ANY LOST REVENUES, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, REGULATION, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), WILLFUL MISCONDUCT OR ANY OTHER LEGAL THEORY, EVEN IF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT MAY ARISE UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THIS AGREEMENT. THIS LIMITATION IS AN ESSENTIAL PART OF THE AGREEMENT BETWEEN US AND YOU. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, TAKING INTO ACCOUNT THE AMOUNTS TO BE PAID HEREUNDER AND THAT THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT OTHERWISE.
- 13.3. TO THE EXTENT PERMITTED BY LAW, IN THE EVENT THAT, NOTWITHSTANDING THE TERMS OF THIS AGREEMENT, A PARTY IS FOUND LIABLE FOR DAMAGES OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) CONNECTED AND/OR RELATED TO THIS AGREEMENT, SUCH PARTY'S TOTAL LIABILITY FOR SUCH DAMAGES SHALL NOT EXCEED 3 TIMES THE CONSIDERATION(S) PAID US BY YOU UNDER THIS AGREEMENT DURING THE 6 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY CLAIM.
- 13.4. THE ABOVE LIMITATIONS SHALL NOT APPLY IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY A PARTY OR YOUR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

14. **INTELLECTUAL PROPERTY**

- 14.1. It is understood and agreed that We shall be and remain the sole owner of any and all Our Intellectual Property Rights (as defined below).
- 14.2. If ever any doubt shall arise as to Our sole and exclusive ownership of Our Intellectual Property Rights, You hereby irrevocably transfers, assigns, grants, convey and relinquish exclusively throughout the world, for perpetuity (or the longest period of time otherwise permitted by law) to Us, all of the rights, interests and title in and to the patents related to Our Intellectual Property (the "**Assignment**").
- 14.3. At Our first request, You hereby agree to sign all documents and to take all further steps required to give effect to and perfect the Assignment and You shall assist Us in every proper way to obtain and enforce Israeli and any other foreign rights including, but not limited to, Our Intellectual Property Rights, relating to or in connection with Our Intellectual Property.
- 14.4. You hereby declare that You have no suit or claim with regard to Our Intellectual Property, and that You will abstain from commencing any lawsuit or claim against Us with regards to Our Intellectual Property, including claims with regards to ownership and/or infringement. Without derogating from the aforementioned, You hereby explicitly waive any interest, claim or demand that You had, have, or may have in the future for, or may be entitled to, with respect to consideration, compensation or royalty payment in connection with Our Intellectual Property.
- 14.5. Nothing herein shall be deemed a transfer or license by Us of any of Our Intellectual Property Rights that We may now possess or acquire in the future which may cover any aspect of the Integrated Product.
- 14.6. It is clarified that Our Intellectual Property Rights of whatever nature in and to Our Product and its accompanying Documentation and any Marketing Materials provided by Us to You, and any updates, upgrades and/or customization made thereto, derivative works, modification, enhancement, adaptation, translation or other change of or addition to the following, even if developed by Us based on ideas, suggestions, specifications, demands or proposals by You or the Customer or any other third-party are and shall remain Our exclusive property.
- 14.7. You may register and use Your own trademarks in connection with White Label Products and Marketing Materials.
- 14.8. If Your use of a Product is enjoined by a court of competent jurisdiction as a result of or in connection with an Infringement Claim, We will either:
- (i) procure the right for You to continue Your use of the Product; or
 - (ii) replace the Product with a functional equivalent; or
 - (iii) modify the Product to make it non-infringing.
- 14.9. If We will be unable to procure one of the three remedies listed above in Section 14.8 after using all reasonable endeavors to do so (including by incurring reasonable costs in seeking to procure a continued use right or to modify or replace the infringing Product), We will refund the full amount paid by You to Us for the Product.

- 14.10. Client always indemnifies and holds harmless Cipia and Cipia's officers, representatives, employees, and contractors "Cipia Indemnified" from any costs, damages, compensation, or other loss suffered or incurred by Cipia Indemnified arising out of or in connection with a claim by a third-party that relate to Client's misrepresentation or breach of its obligations under Sections 11.2 and 14.10 which will survive the termination of this Agreement until the lapse of the statutes of the limitation period.
- 14.11. Data Collection and Use. You acknowledge that certain Data collected by the Products as part of the underlying services may be retained on the Products even after the Data's initial processing has ended (i.e., certain Data may not be fully destroyed).
- 14.12. You shall be solely liable for the security of the Products and any Data which may be stored on the Products. You agree and are liable to obtain all required consents and approvals under all applicable laws in connection with the collection and use of the Data, to the extent such are required, including, without limitation, the consent of Your personnel and any other data subjects with respect to which Data may be collected by the Products. To the extent that any of the Data is stored on Your information systems and/or other third-party system, You shall be solely responsible for such actions and compliance with all applicable laws. We shall bear no liability or damage in connection with lack of any consents or approvals required in connection with collection of Data (or use thereof) by the Products, or in connection with any collection, storage or use by You of any such Data outside the boundaries of the Products, and You undertake to fully indemnify Us from all liability, damage or loss caused to Us on account of any lack of such consents or approvals.
- 14.13. In this Agreement:
- (i) **"Our Intellectual Property Rights"** means, all rights arising from the Products, the Distribution License, the Documentation(s), the Trademarks, the Middleware, the Marketing Materials and all rights arising from patents, copyrights, trade secrets, Confidential Information (as defined below), trademarks, service marks, trade names, mask works, applications, and other proprietary rights in any jurisdiction, and to all inventions, discoveries, works of authorship know-how, technical information, work product, designs, ideas, concepts, innovations, drawings, schematics, original works of authorship, formulae, concepts, techniques, know-how, methods, systems, processes, compositions of matter, computer software programs, databases and mask works, whether or not patentable, copyrightable or protectable as trade secrets, irrespective of whether registered as a patent, copyright, trademark or in another form, and irrespective of whether constituting a commercial, professional or trade secrets.
 - (ii) **"White Label"** Products means Our Products supplied to You under no branding intended to be branded and marketed with the Your own branding.
 - (iii) **"Data"** means data and content regarding You, Your personnel or any other third party, and inter alia, data regarding natural persons', their use of the Products or third party's systems or their general conduct, including without limitation, logs, analysis, footage, videos, face profiles, and recordings evidencing the abovementioned; it clarified that Data may also include private or identifiable information according to applicable law. Data will be used by Us only for the purpose of operating the Products and providing the underlying services.

15. **CONFIDENTIAL INFORMATION**

- 15.1. In this Agreement, **"Confidential Information"** means, any information of a confidential or proprietary nature disclosed by Us (in this Section 15, the **"Disclosing Party"**) to You (in this Section 15, the **"Receiving Party"**) in connection with this Agreement, whether orally or in writing or in any other form including, without limitation, Our Intellectual Property Rights computer programs, code, algorithms, names and expertise of employees and consultants, know-how, trade secrets, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, improvements, business, financial and product development plans, forecasts, strategies and information or data relating to the Disclosing Party's business or Product.
- 15.2. With respect to Confidential Information, Receiving Party and its directors, officers and employees (collectively, **"Representatives"**) agree to:
- (i) retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement; and
 - (ii) adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material; and
 - (iii) ensure that upon the termination of this Agreement, Receiving Party will all documents, memoranda, notes, and other writings or electronic records prepared by it that include or reflect any

Confidential Information are returned or destroyed as directed by Disclosing Party; and

(iv) notify to the Disclosing Party in writing if there is an unauthorized disclosure or loss of any of the Confidential Information by Receiving Party or any of its Representatives. Receiving Party will promptly, at its own expense, and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third-party as a result of the disclosure or loss; and

(v) take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement.

15.3. The obligation not to disclose Confidential Information shall survive the termination of this Agreement. Receiving Party will

15.4. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.

15.5. Receiving Party that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which:

(i) money damages may not be a sufficient remedy for any breach of this Agreement by such party; and

(ii) the other Party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; and

(iii) such remedies will not be the exclusive remedies for any such breach but will be in addition to all other remedies available at law or equity.

16. **TERM AND TERMINATION**

16.1. This Agreement shall become effective as of the Effective Date and shall remain in effect for a period of three years (3) (the “**Initial Term**”), and thereafter shall automatically renew for successive three years (3) (the “**Renewal Term**”) unless terminated by any Party giving written notice of non-renewal at least 30 days prior to the last day of the Initial Term, and/or in accordance with any other provision in this Agreement.

16.2. Without derogating from anything both parties may, with or without cause, terminate this Agreement by providing the other party with 90 days prior written notice.

16.3. Each Party may terminate this Agreement at any time upon the occurrence of any of the following, with immediate effect:

(i) if the other Party commits a material breach of any of its undertakings, warranties and representations under this Agreement, and such breach is not remedied within thirty (30) days following written notice with respect to the breach; and/or

(ii) upon the institution of any proceedings by or against either Party seeking relief, reorganization or arrangement under laws relating to insolvency, which proceedings are not dismissed within forty five (45) days; and/or

(iii) upon the assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee, of any of either Party's property or assets; and/or

(iv) upon the liquidation, dissolution or winding up of either Party's business; and/or

(v) upon the admission in writing of a Party's inability to pay current debts; then and in any such events this Agreement may immediately be terminated by the other Party upon written notice.

16.4. Upon termination of this Agreement for any reason:

(i) You shall cease promoting and marketing the Products and shall promptly return Us all Rights and/or Confidential Information and/or any such tangible property representing the Confidential Information and all copies thereof; and/or

(ii) at Our option, erase or delete any such Confidential Information held by electronic form; and

(iii) You shall confirm Us in writing Your compliance hereof.

16.5. Notwithstanding anything to the contrary in this Section, such termination shall not affect:

(i) Your obligation to pay outstanding fees for integrated Products already sold to Customers prior to the termination of this Agreement; and

(ii) the obligation to proceed with support and maintenance services of delivered Products to Customers under this Agreement.

- 16.6. You shall be responsible for payment for any Purchase Order that We approved prior to the effective date of termination.
- 16.7. The following provisions shall survive upon the termination of this Agreement for any reason:
- (i) Sections 1,2,4,9.2, 11,12,13, 14.5; and
 - (ii) any related provision to this Sections in the Purchase Orders, and
 - (iii) any other provisions in this Agreement, which by their natures extend beyond the termination or expiration of this Agreement.

17. **INDEPENDENT CONTRACTORS**

- 17.1. This Agreement does not create and shall not be construed as creating an employer-employee relationship between the Parties, nor any joint venture or partnership.

18. **GENERAL PROVISIONS**

- 18.1. All notices under or relating to this Agreement shall reference this Agreement and may be sent by facsimile or by registered mail to the appropriate address set forth below at the Parties' signatures, or to any other address either Party may designate in writing and will be effective upon receipt or refusal of delivery, acknowledgment of receipt of fax, or three business days after being deposited in the mail as required above. Either Party may change its address by giving notice of the new address to the other Party.
- 18.2. The Parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the Parties and supersedes all previous communications, oral or written, between them relating to the subject matter hereof. No representations or statements of any kind made by either Party that is not expressly stated herein shall be binding on such Party. Notwithstanding the foregoing, the Parties may sign a Subscription Agreement stipulating additional terms and conditions thereto ("**Subscription Agreement**"), which terms may supersede the provisions of this Agreement only if explicitly written therein.
- 18.3. Unless otherwise expressly stated in the Fee Quote, this Agreement shall be governed by and construed under the laws of the State of Israel and the parties submit to the exclusive jurisdiction of the competent Courts of Tel Aviv – Jaffa, Israel. Both Parties hereby mutually agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, 1980, shall not apply to this Agreement and to their engagement.
- 18.4. This Agreement may be executed in two or more counterparts, which may be faxed counterparts, each of which shall be deemed an original and enforceable against the Parties actually executing such counterpart, and all of which when taken together shall constitute the same instrument.
- 18.5. At any time and from time to time, each Party agrees, without further consideration, to take such actions and to execute and deliver such documents, as may be reasonably necessary to effectuate the purposes of this Agreement.
- 18.6. In case any provision of the Agreement shall be invalid, illegal, or unenforceable, such provision shall be valid, legal, and enforceable to the extent possible, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 18.7. Each Party's failure or delay in enforcing any of the provisions of this Agreement shall not, in any way, be construed as a waiver of any such provisions, or prevent such Party thereafter from enforcing each and every other provision of this Agreement which were previously not enforced.
- 18.8. If either Party is affected by Force Majeure (as defined below) it shall forthwith notify the other Party of the nature and extent thereof. Neither of the Parties hereto shall incur any liability to the other in the event that it is delayed in the performance of its obligations hereunder solely by force majeure. For the purpose of this Agreement "**Force Majeure**" shall mean any cause of delay beyond the reasonable control of the Party liable to perform unless conclusive evidence to the contrary is provided and shall include, but not by way of limitation, strikes, lockouts, riots, act of war or piracy, Acts of God, destruction of essential equipment by fire, explosion, storm, flood, earthquake or delay caused by failure of power supplies or transport facilities. If either Party is delayed or prevented from the performance of its obligations by reason of this Section for more than 180 consecutive calendar days, either Party may terminate the Agreement by notice in writing given to the other Party, without liability.
- 18.9. The headlines used in this Agreement are for the convenience of reading, shall not be construed as the interpretation of the clauses hereof, and shall not affect the meaning of any clause hereof by whatsoever ways.
- 18.10. In this Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

19. **CHANGES**

- 19.1. We reserve the right, at Our sole discretion, to modify or replace this General Terms and Conditions at any time.

19.2. If a revision is material, We will try to provide at least 7 days' notice before any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

20. **CONTACT US**

20.1. If You have any questions about these terms, please contact us: FScld_support@cipia.com

Cipia FSCloud Terms of Service

Welcome to Cipia FSCloud Services

Use of Cipia Vision Ltd.'s (the "**Company**", "**Cipia**", "**Us**", "**We**", or "**Our**") FSCloud Services for storing, processing, analyzing and presenting the deliverables of the Company's FS10 device (the "**Device**") is governed by these terms of service (the "**FSCloud T&Cs**") as amended from time to time under Our sole discretion.

Please read these FSCloud T&Cs carefully before using the FSCloud Service. Using the FSCloud Service constitutes a consent on your behalf to adhere to these FSCloud T&Cs. If you do not agree to these FSCloud T&Cs please refrain from using the FSCloud Service in any way. Your use of the FSCloud Service is conditioned on acceptance of these FSCloud T&Cs.

21. FSCLOUD SERVICE DESCRIPTION

- 21.1. Cipia FSCloud Service is an online cloud-based service that allows you to store, process, analyze, and present data collected by the Device and transmitted to Our cloud system (the "FSCloud Service" and the "FSCloud", respectively). Cipia FSCloud is a cloud-based SW platform which comprises communication GW, database, backend services, APIs, web UI components and a complete secured-access frontend, designed to
- (i) Enable bi-directional communication with Device.
 - (ii) Support aggregation and storage of events data and media generated by the Device.
 - (iii) Process and analyze the data, based on predefined analytic rules.
 - (iv) Equip the user with valuable information and actionable insights about the fleet safety performance in general and specific drivers he in managing, in particular, through enhanced User Interface (UI), reports and dashboards.
 - (v) Support commands sending to the Device as well as on-demand data retrieval, configuration updates, OTA upgrade processes triggering etc.
 - (vi) Enable integration of the above-mentioned data and UI elements into a customer's SW platform in a seamless manner through reach RESTful APIs and SDK.
- 21.2. Cipia FS10-Cloud hosted in AWS and will expose a wide set of APIs, in addition to the integrated frontend that will allow a potential customer to embed already processed information, reports, gauges, dashboards and media into his own cloud environment.

22. THE SUBSCRIPTION TERMS

- 22.1. The commercial details concerning Your use of the FSCloud Service are detailed in the Subscription Agreement executed between You and the Company (or any authorized representative thereof) (the "**Subscription Agreement**"). These include, but are not limited to, number of Devices connected to the FSCloud, the consideration for the FSCloud Service, the effective date ("**Effective Date**"), and any other detail included therein.

23. RIGHT TO ACCESS AND USE THE SERVICE

- 23.1. Upon receipt the Subscription Agreement, we will grant you a non-exclusive, non-transferable, limited license, to access and use the FSCloud and the FSCloud Service (the "**FSCloud License**").
- 23.2. The FSCloud License is granted to you solely for the term and for the purpose listed in Section 1 above and subject to the terms and provisions hereof and the conditions listed in the Subscription Agreement.
- 23.3. It is Your responsibility to make sure You have reliable and secure access to the internet in order to access the FSCloud Platform.

24. AUTHORIZED USERS

- 24.1. Only users explicitly authorized by You may access the FSCloud and use the FSCloud Service (the "**Authorized Users**"). You will be responsible for the actions taken by Authorized Users and for their adherence to the provisions of these FSCloud T&Cs.
- 24.2. You are hereby responsible for the confidentiality and security of the usernames and passwords provided to You and to the Authorized Users (the "**Login Details**").
- 24.3. The Login Details are personal and non-transferable.
- 24.4. You will ensure that the Login Details are not used by anyone other than the Authorized Users ("**Illegitimate Use**").
- 24.5. You hereby undertake to notify Us immediately upon becoming aware of any Illegitimate Use and to assist us

in our efforts to stop such Illegitimate Use.

- 24.6. In the event of Illegitimate Use or in the event that we reasonably suspect an Illegitimate Use occurs, we will suspend the Login Details associated with the account subject to Illegitimate Use. We will notify You within a reasonable time of such suspension.

25. **THE FSCLLOUD CONTENT**

- 25.1. The FSCLoud Service requires You to upload the data generated through the Device (the “**Content**”).
- 25.2. You hereby represent and warrant that the Content:
- (i) Does not infringe the intellectual property rights and/or any other right, including pursuant to applicable privacy laws, of another person.
 - (ii) Is not defamatory offensive, abusive, pornographic, profane or otherwise unlawful.
 - (iii) Was authorized for upload and use by You and by Cipia by the subjects of such Content.
 - (iv) Is accurate and is not false or misleading in any way.
 - (v) As far as You are aware, is not likely to negatively affect Us or Our reputation, goodwill or name.
 - (vi) Does not breach any applicable laws.
 - (vii) Does not otherwise expose You, Us or any third party to any civil or criminal liability.
- 25.3. In the event we reasonably suspect the Content is not in compliance with the provisions of section 24.2 (the “**Breaching Content**”), we may review and access the Content and remove or modify any such Breaching Content.

26. **PERSONAL DATA**

- 26.1. You hereby acknowledge that the Content collected and/or processed by Cipia as part of the FSCLoud Service, as well as additional information related thereto which may be inputted into the FSCLoud Service by the Authorized Users and any information collected by Cipia as a result of the use of the FSCLoud Service by the Authorized Users (including any information which may be collected by using the dashboard offered by Cipia as part of the FSCLoud Services, such as information collected via cookies and other tracking technologies operated by Cipia or its authorized third parties), may include “**personal data**” (or any equivalent term) under applicable privacy and data protection laws (respectively, collectively “**Personal Data**” and “**Privacy Laws**”). Where the Parties executed a DPA, this Section 25 (Personal Data) shall be void and the provisions of the DPA shall apply and prevail.
- 26.2. The Parties acknowledge that for the purpose of processing the Personal Data by the Company under this Agreement, you are the ‘data controller’ and the Company is the ‘data processor’.
- 26.3. You hereby authorize and instructs the Company (and authorizes Company to instruct its sub-processors) to process the Personal Data as reasonably necessary for the provision of the FSCLoud Service; and (ii) transfer such Personal Data, at the Company’s discretion, to jurisdictions other than those of Your operations (including, where applicable, outside the EEA), in accordance with applicable law.
- 26.4. You hereby authorize Company to appoint sub- processors, as necessary for the processing of Personal Data under this Agreement. You warrant and undertake that the Personal Data has been collected, processed and transferred to the Company in accordance with applicable laws. Without limiting the foregoing, you represent and warrant that you have provided all legally required notices (including, if required under Privacy Laws, privacy notices for using the dashboard used by the Authorized Users as part of the FSCLoud Service) and received all legally required consents from your data subjects for the processing of their Personal Data by the Company, including with respect to the transfer of their data to a third country (including outside of the EU/EEA).
- 26.5. You retain all rights, title, and interest that you may have in the Content and any Personal Data as such term is defined above). Company is hereby granted an irrevocable, non-exclusive, assignable, sub-licensable, royalty-free license to use, in accordance with any applicable privacy laws, such Content and Personal Data in order to provide the FSCLoud Service provided hereunder, to perform its obligations hereunder, to meet its legal requirements and as otherwise permitted under this Agreement.
- 26.6. You hereby acknowledge that as part of the provision of the FSCLoud Service the Company may collect, disclose, publish, share and otherwise use fully anonymized, de-identified and de-identifiable data, including statistical data, analytics, trends and other aggregated data which derives from the Personal Data processed by the Company as part of the provision of the FSCLoud Service, as required for Our legitimate purposes, including without limitation in order to provide, maintain, operate and improve our products and/or services and for research purposes.

27. **USE RESTRICTIONS**

27.1. You will not, and require the Authorized Users not to:

- (i) Use the FSCLoud Service for any purpose other than the one mentioned in Section 1 herein above.
- (ii) Transfer the Login Details provided by the Company to anyone other than the Authorized User on behalf of which such Login Details were created.
- (iii) Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the FSCLoud.
- (iv) Combine the FSCLoud Service or any part thereof with, or incorporate in, any other programs and/or software.
- (v) Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the FSCLoud or any part thereof.
- (vi) Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the FSCLoud.
- (vii) Copy the FSCLoud Service, in whole or in part.
- (viii) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the FSCLoud Service, or any feature or functionality thereof, to any third party for any reason.
- (ix) Use the FSCLoud Service or Device in violation of any law, regulation, or rule; and/or
- (x) Use the FSCLoud Service for purposes of competing with the business of Cipia, development of a competing product or service, or any other purpose that is to the Company's commercial disadvantage.

28. **FEEDBACK**

- 28.1. If You or any of Your Authorized Users, employees and/or contractors send or transmit any communications or materials to Us by mail, email, telephone, or otherwise, suggesting or recommending changes to Our intellectual property rights, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), such Feedback shall be deemed non-confidential, and We will have a non-exclusive, worldwide royalty-free and perpetual license to use or incorporate such Feedback into the FSCLoud Service and/or other current or future products or services (without your approval and without further compensation).
- 28.2. All Feedback is and will be treated as non-confidential. You hereby assign to Us on Your behalf, and on behalf of Your employees, contractors, and/or agents, all rights, title, and interest in, and We are free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. Notwithstanding the foregoing, We will not be required or in any way obligated to use any Feedback.

29. **MAINTENANCE AND SUPPORT**

- 29.1. The FSCLoud Service will be provided by Us in accordance with Our standard service level agreement attached hereto as Exhibit A.

30. **CONSIDERATION**

- 30.1. You hereby agree to the fees and payment terms listed in the Subscription Agreement.
- 30.2. The fee shall be paid on a monthly basis, and the payment for each month shall be settled within 5 days following the end of the calendar month. An applicable invoice will be issued to You by the Company.
- 30.3. The monthly fee shall be calculated based on the service package chosen by You and the total number of Devices connected to the FSCLoud, have access to and make use of the FSCLoud Service at any point in time during the applicable calendar month, as shown in Company's records.
- 30.4. Each Party shall bear any and all of the fees due as a result of the provision and use of the FSCLoud Service.
- 30.5. If You fail to make payment of any due fees, then, in addition to all other remedies that may be available:
- (i) Company may charge interest at the higher of (i) 1.5% monthly interest rate calculated daily and compounded monthly on any outstanding and unpaid fees, or (ii) the highest interest rate permitted under applicable Law.
 - (ii) If such failure remains unsettled after a period of 10 days following the issuance date of the applicable invoice, Company may (i) suspend any and all of Your accounts and deny Your use of the FSCLoud Services until all unpaid amounts and interest thereon are settled; and/or (ii) disable

and/or delete permanent devices and/or vehicle records from the server, along with their entire historical dataset; and/or (iii) terminate the FSCLoud Services, FSCLoud License, Subscription Agreement, and/or any agreement with You, all, without incurring any obligation or liability to You or any other entity by reason of such suspension, and without harming and waiving any other remedy to which the Company may be entitled under applicable law.

- (iii) You will reimburse the Company for any and all costs and expenses incurred thereby in collecting any late payments or interest, including but not limited to attorneys' fees, court expenses, and collection agency fees.

31. **WARRANTIES AND LIMITATION OF LIABILITY**

- 31.1. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CIPIA, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE FSCLoud AND THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE LICENSES AND THE SOFTWARES HEREIN WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
- 31.2. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SERVICE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA OR CONTENT; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS TERMS, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 31.3. YOU ACKNOWLEDGE THAT AS IN ANY OTHER COMPUTER VISION AND ARTIFICIAL INTELLIGENCE TECHNOLOGIES, WE DO NOT GUARANTEE 100% CONTINUOUS OPERATION COMPLIANCE OF OUR PRODUCTS AND THE SERVICE. THEREFORE, YOU WILL TAKE INTO ACCOUNT THE FOREGOING IN THE IMPLEMENTATION AND/OR USE OF THE SERVICE AND SHALL BE RESPONSIBLE TO ADD APPROPRIATE WARNINGS AND DISCLAIMERS TO YOUR CUSTOMERS AND END USERS, AS APPLICABLE. IN ADDITION TO, BUT NO IN LIEU OF, ANY OTHER REMEDIES PROVIDED UNDER THIS AGREEMENT, YOUR RECOURSE AGAINST US IN CONNECTION WITH A BREACH OF OUR UNDERTAKINGS UNDER THIS AGREEMENT REGARDING THE OPERATIONS OF THE SERVICES SHALL BE LIMITED TO CORRECTIVE MEASURES TO BE TAKEN BY US ACCORDING TO OUR SERVICE LEVEL AGREEMENT.
- 31.4. IN NO EVENT WILL THE COMPANY'S AND ITS AFFILIATES, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED HALF OF THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT DURING THE 6 MONTH PERIOD PRECEDING THE INDEMNIFIABLE EVENT.
- 31.5. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, DEBTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM: (I) YOUR USE, MISUSE OF, INABILITY TO USE AND/OR ACTIVITIES IN CONNECTION WITH THE SERVICE AND/OR THE DATA, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, DEATH, AND PROPERTY DAMAGE; (II) YOUR VIOLATION OF ANY OF THESE TERMS; AND (III) YOUR

VIOLATION OF ANY THIRD PARTY RIGHTS, INCLUDING WITHOUT LIMITATION ANY INTELLECTUAL PROPERTY RIGHTS OR PRIVACY RIGHT OF SUCH THIRD PARTY; IT IS HEREBY CLARIFIED THAT THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS.

- 31.6. You shall indemnify, defend, and hold harmless Company and its officers, directors, employees and agents from and against any claims, disputes, demands, liabilities, damages, losses, fines, and costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or relating to: (i) Your failure to comply with the provisions of section 6 of this Agreement (Personal Data); (ii) Your negligence or willful misconduct related to Personal Data; and/or (iii) Your breach of Data Protection Laws. Your obligations under this section 30.6 shall not be subject to any limitation or exclusion of liability provisions included in other agreements signed by You and the Company.

32. **TERM AND TERMINATION**

- 32.1. The provisions of these FSCLoud T&Cs and of the Subscription Agreement shall regulate your use of the FSCLoud Service for the term of the FSCLoud License.
- 32.2. We may terminate this Agreement by providing You a 6 month prior written notice.
- 32.3. You may terminate this Agreement by providing Us a 2 month prior written notice.
- 32.4. Each Party may terminate this Agreement immediately in the following circumstances:
- (i) The Company suspects that You are materially breaching these FSCLoud T&Cs.
 - (ii) a Party hereto files, or has filed against such Party, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law.
 - (iii) a Party hereto makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of such Party's property.
 - (iv) You fail to make payment when due and such failure continues for 10 days following written notice thereof.
- 32.5. Upon termination of the Subscription Agreement, You are obliged to pay us any fees due for FSCLoud Services provided.
- 32.6. Upon termination of the Subscription Agreement, we will, at our sole discretion, (a) transfer; or (b) make available for Your download for a period of 30 days following terminations, all of Your Content stored on Our FSCLoud, on machine readable format.

33. **GENERAL**

- 33.1. All matters arising out of or relating to these FSCLoud T&Cs and the Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Israel without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to these FSCLoud T&Cs or Your use of the FSCLoud Service shall be instituted in the courts of the State of Israel in each case located in Tel Aviv, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- 33.2. Company will not be responsible or liable to You, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Your equipment, loss and destruction of property, or any other circumstances or causes beyond Company's reasonable control.
- 33.3. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Subscription Agreement.
- 33.4. These FSCLoud T&Cs and all other documents that are incorporated by reference herein, constitute the sole and entire agreement between You and Us with respect to the subject matter contained herein, and supersedes all

prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

- 33.5. You will not assign or otherwise transfer any of Your rights, or delegate or otherwise transfer any of Your obligations or performance, under these FSCloud T&Cs, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Our prior written consent, which consent We may give or withhold in Our sole discretion. Any purported assignment, delegation, or transfer in violation of this section is void. We may freely assign or otherwise transfer all or any of Our rights, or delegate or otherwise transfer all or any of Our obligations or performance, under these FSCloud T&Cs without Your consent. These FSCloud T&Cs are binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

Exhibit A

Cipia FSCloud Service Level Agreement (SLA)

This Service Level Agreement (“SLA”) for the FSCloud Services sets forth the support service levels for the FSCloud As-Is. This SLA for the FSCloud Services shall not apply to any other services such as Middleware (MW) to which a separate service level agreement and Cipia-FS10 aftermarket product.

<u>Support Package</u>	<u>Cipia Support Center</u>
Email Support	✓
Critical severity issue (complete system outage) Support Hours (WhatsApp)	24/7
Support hours for all issues other than Critical severity (non US/LATAM customers)	09:00AM 18:00PM IST (UTC+02:00) Sunday - Thursday
Support hours for all issues other than Critical severity (for US/LATAM customers)	09:00AM 17:00PM EST (UTC-05:00) Sunday - Thursday
Issue Classification	✓
Required Monthly Availability	99.9%

34. **DEFINITIONS**

All capitalized terms used in this Exhibit will have the meanings given to them in the Agreement unless otherwise stated in this Exhibit. As used in this Exhibit, the following capitalized terms have the following meanings:

- 34.1. **“Excused Downtime”** The total number of minutes in the applicable month that the FSCloud Services are unavailable due to downtime authorized by customer.
- 34.2. **“Impact”** The extent of deviation from the normal FSCloud Services level, in terms of the number of Users or business processes affected.
- 34.3. **“Issue”** An unscheduled or unanticipated incident that adversely affects the delivery of the FSCloud Services by Cipia to Customer.
- 34.4. **“Required Monthly Availability”** The total number of minutes in the applicable month, minus the Excused Downtime, the Scheduled Downtime and cloud hosting downtime.
- 34.5. **“Resolution”** Cipia has resolved an Issue to customer reasonable satisfaction.
- 34.6. **“Response”** Cipia response to customer regarding an Issue, beginning as soon as Cipia receive notice of an Issue, via defined communication channels.
- 34.7. **“Scheduled Downtime”** The total number of minutes in the applicable month that the FSCloud Services are unavailable due to scheduled maintenance and repair.
- 34.8. **“Services Request”** Any request made to Cipia by customer for the purpose of invoking Cipia assistance and engagement for any service and support-related activity.

35. **MAINTENANCE AND SUPPORT SERVICES**

We will provide the maintenance and support services set forth herein as part of the FSCloud Services.

35.1. 2.1 Help Desk Support

- (i) Support is provided in the English language. Other support languages will be considered upon business consideration.
- (ii) You may open support tickets using support.cipia.com portal.
- (iii) Communication directly with an account manager, project manager, technical contact, or management contact is not covered by Issue Response and Resolution Times.
- (iv) We will keep a FSCloud Services Request open until We have resolved the FSCloud Services Request.
- (v) By submitting a support request to the Cipia team, you are authorizing the Cipia technical support team to download or copy any data necessary for troubleshooting the reported issue.

36. **CIPIA SUPPORT RESPONSE AND RESOLUTION COMMITMENT**

36.1. Technical issues will be handled according to case criteria (Critical, Major, or Discrepancy) as described in the following table:

<u>Severity Level</u>	<u>Definition</u>
Critical	Main services are unavailable for all Users
Major	FSCloud Services prevent You from executing one or more critical business processes for a substantial number of Users, or FSCloud Services are usable with limited capabilities and/or intermittent interruptions which have serious business Impact.
Discrepancy	Disruption of important business processes where functionality is not imperative to Your business operations. Disruption does not have a significant Impact on Your business operations but may impair nonessential functions of the FSCloud Services or adversely affect the use of the FSCloud Services.

36.2. The following Issue Response and Resolution Times will be provided according to the issue criteria.

36.3. The following table applies to issues pertaining to server infrastructure only and does not apply to web application issues. Cipia undertakes to exert commercially reasonable best efforts to solve web application issues expeditiously,

<u>Issue Severity</u>	<u>Response Time</u>	<u>Resolution Time</u>
Critical	Less than 2 hours	Less than 8 hours
Major	Less than 24 hours	4 business days
Discrepancy	Less than 48 hours	14 business days

Cipia will make its best efforts to reach at least 95% of the cases.

36.4. Issue Escalation. Your authorized support personnel may escalate Issues to Cipia's Aftermarket's Director of Product Management.

37. **SERVICES AVAILABILITY**

37.1. Availability Percentage. We will use commercially reasonable efforts to ensure the FSCloud Services are available (i.e., accessible, and usable) at the monthly guaranteed uptime.

38. **USAGE LIMITATIONS FOR CIPIA DEPLOY AND SLAS**

38.1. This SLA covers the FSCloud service only.

38.2. Cipia FSCloud is hosted on the AWS platform and therefore is subject to AWS availability and service level. Any AWS downtime or error is regarded as beyond the FSCloud SLA and the Required Monthly Availability

and will not be counted toward FSCloud downtime or issue. Cipia reserves the right to provide the FSCloud services on top of a different cloud platform and shall inform the customer about such a transition if applicable.

- 38.3. As part of “Proactive maintenance” Cipia will take the site down for maintenance from time to time. Cipia will notify customers 4 business days before such downtime occurs. In case we need to take the site down immediately due to an emergency we will notify all customers via chat or email.