

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

Updated: 10 July 2025

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. 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 preapproved 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**

(This section 12 was last updated on June 1, 2025)

For devices purchased until May 31, 2025, sections 12.1 – 12.5 shall apply.

For devices purchase after June 1, 2025, section 12.6 shall apply.

12.1. Limited Device Warranty. Our Devices, the road-facing camera and the Canbus/RS232 converter (the “**Warranted 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 Warranted 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

For devices purchased after June 1, 2025:

- 12.6. All units purchased after June 1, 2025, are provided on an "as-is" basis, without any warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. By accepting these terms, You represent and warrant that (i) the waiver of warranties as set forth herein is valid and permissible under the laws of Your jurisdiction, and (ii) You are not subject to any mandatory warranty period requirements under applicable laws that would prevent You from agreeing to such waiver.
- 12.7. Notwithstanding the foregoing, We shall facilitate until the end of 2025 high-level support only for all ordered units through a designated third party. You hereby acknowledge and agree that any support provided will be governed by the terms and conditions set forth by the third party, and We shall not be held responsible for any support-related issues.

13. **EXPORT CONTROL**

13.1. You acknowledge that the Products, including any software, documentation and technical data related thereto, may be subject to Israeli, U.S. and other applicable export control and trade sanctions laws, regulations, rules and licenses ("Export Control Laws").

13.2. You agree to comply with all applicable Export Control Laws and shall:

- (a) Not export, re-export, transfer or otherwise provide the Products to any destination, entity, or person prohibited by Export Control Laws;
- (b) Obtain all required government authorizations, permits, or licenses for the export, re-export or import of the Products;
- (c) Not use the Products in relation to nuclear, chemical, or biological weapons, rocket systems, or unmanned air vehicles; and
- (d) Provide end-user and end-use information as may be requested by Cipia to ensure compliance with Export Control Laws.

13.3. You represent and warrant that neither You nor any of Your affiliates, officers, directors, or employees is:

- (a) Listed on any applicable sanctions lists;
- (b) Located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive sanctions; or
- (c) Prohibited from receiving the Products under applicable Export Control Laws.

13.4. Cipia reserves the right to refuse or cancel any order, or terminate this Agreement, if Cipia determines in its sole discretion that the provision of Products may be subject to any Export Control Laws violation.

14. **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.

15. **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 endeavor's 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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **CONTACT US**

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