

**Frontitude Ltd.**

**GENERAL TERMS OF SERVICE**

IMPORTANT – PLEASE READ CAREFULLY THESE GENERAL TERMS OF SERVICE INCLUDING THE TERMS OF OUR PRIVACY POLICY AVAILABLE AT THE FOLLOWING URL: <https://www.frontitude.com/privacy-policy> (“**PRIVACY POLICY**”, AND COLLECTIVELY, THESE “**TERMS**”). BY CLICKING “**I AGREE**” OR OTHER SIMILAR BUTTON OR BY ACCESSING AND/OR USING THE SERVICES (AS DEFINED BELOW) (THE “**EFFECTIVE DATE**”), YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, OR THE COMPANY YOU REPRESENT, (THE “**CUSTOMER**”) ARE ENTERING INTO A LEGAL AGREEMENT WITH FRONTITUDE LTD.

(“**FRONTITUDE**”), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THESE TERMS. DO NOT SELECT “**I AGREE**” OR USE THE SERVICES UNTIL YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THESE TERMS. FURTHERMORE, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. Frontitude and customer may each be also referred to herein as “**Party**”, and collectively as the “**Parties**”.

**1. Services**

1.1. Frontitude is the developer and proprietor of a technology for UX Copy Management (the “**Services**”). Subject to Customer’s compliance with its obligations under these Terms, Frontitude shall make the Services and all content and/or analyses and/or results and/or reports generated via the use of the Services (the “**Output**”) available to Customer, as set forth hereunder.

1.2. Access and Use.

1.2.1. Frontitude shall issue and provide Customer with personal access credentials (“**User IDs**”) for Customer’s system administrators and personnel designated to use the Services on its behalf (“**Personnel**”). Customer and its Personnel may only access and use the Services through the User IDs issued to them by Frontitude. Customer is solely responsible for maintaining the confidentiality of the User IDs. Any instruction, action or activity occurring through any such User IDs shall be deemed to be provided and/or taken by Customer, and Customer shall be solely responsible for all activities that occur under such User IDs, including for any unauthorized use of such User IDs or any other breach of security, or any related damage or loss.

1.2.2. Customer shall ensure that: (i) the access and use of the Services by Customer shall be by no more than the number of Personnel for which Customer has received User IDs; (ii) the Services login details are provided in proper format as specified by Frontitude (“**Customer Login Details**”); (iii) its Personnel are fully skilled and familiar with the use and operation of the Services; and (iv) the Services shall be reasonably used.

**2. Access and Use**

2.1. Subject to Customer’s compliance with the terms and conditions of these Terms, Frontitude hereby grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable, limited right during the Term to access and use, and to allow its Personnel to access and use the features and the functions of the Services solely for internal business purposes in accordance with the purchased services described in the applicable pricing plan chosen by the Customer on Frontitude’s website (the “**Plan**”).

2.2. Usage Restrictions. Customer shall not, whether by itself or anyone on its behalf: (i) make the Services available to, or use the Services for the benefit of, anyone other than Customer; (ii) copy, modify, distribute, display, transfer, adapt, emulate, translate, compile, decompile, disassemble or reproduce or make a derivative work of the Services or any part, feature, function or user interface thereof, other than for normal use of the Services for Customer’s own internal business as explicitly permitted under these Terms, (iii)

license, sublicense, sell, resell, transfer or assign, distribute, rent or lease any Services or the Output provided to Customer via the Services, or include the Services in a service bureau or outsourcing offering, (iv) knowingly use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, including in violation of applicable law with respect to third party rights, (v) knowingly use a Services to store or transmit malicious code, (vi) knowingly or negligently interfere with or disrupt the integrity or performance of the Services or third party data contained therein, (vii) attempt to gain unauthorized access to the Services or its related systems or networks, (viii) conceal or remove any copyright or proprietary notices contained in any Output and/or other materials provided via the Services (ix) access the Services and/or the Output provided therein in order to build a competitive product or service, including creating any indices therefrom, (x) reverse engineer the Services, (xi) permit access to or use the Services in a way that circumvents a contractual usage limit, and/or (xii) allow and/or enable a third party to do any of the aforementioned.

**3. Technical Support Services.** Frontitude may provide the Customer with technical support and training services during the Term, as specified in the Plan. Frontitude shall retain all right, title and interest in and to any materials, deliverables, modifications, derivative works or developments related to any training services that will be provided. Any training materials provided to Customer may be used only in connection with the Service.

#### **4. Proprietary Rights**

**4.1. Proprietary Rights.** Frontitude owns and shall continue to own all rights, title and interest in and to the Services, including modifications, enhancements, derivatives, substitutes, or emulations of the aforementioned and any Intellectual Property Rights therein, including any item which is the outcome of customization work, design, development and implementation done by Frontitude, by or on behalf of Customer. As between the Parties, the Output collected and/or generated via the Services, shall be deemed Frontitude's Intellectual Property. These Terms does not convey any right, title or interest in and to the Frontitude's Intellectual Property, except for the license granted in accordance with these Terms. "**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, including but not limited to copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, utility models and rights in designs.

**4.2. Restrictions.** Customer is hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Frontitude and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Services, and Customer represents and warrants that it will abide by all applicable laws in this respect. Customer is further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of Frontitude marks and logos, whether registered or not.

**4.3. License to Use Output.** Frontitude hereby grants Customer a perpetual non-exclusive, non-transferable, royalty-free license to use the Output generated via the use of the Services solely for the benefit of Customer, provided however that such license excludes any use of the above in breach of the use restrictions set forth in Section 2.2 of these Terms. Frontitude undertakes to refrain from use of the Output generated for Customer via Customer's use of the Services, for any purpose other than to (i) provide the Services, and (ii) develop, improve and customize the Services.

**4.4. Feedback.** If Customer contacts Frontitude with any suggestions or feedback data regarding the Services, which may include suggestions for, or feedback concerning, customizations, features, improvements, modifications, corrections, enhancements, derivatives or extensions, such feedback shall be deemed to be the sole property of Frontitude and Customer hereby irrevocably transfers and assigns to Frontitude all Intellectual Property Rights in such feedback and waives any and all moral rights that Customer may have in respect thereto.

#### **5. Representations and Acknowledgments**

**5.1. Customer's Representations.** Customer hereby represents, warrants, and covenants to Frontitude that (i) it is duly organized, validly existing and in good standing under the laws of the state of its domicile and is in good standing in each other jurisdiction in which it or any of its affiliates (to the extent such affiliate is related to these Terms) are established (if any); (ii) it has power and authority to transact its business and to accept to these Terms and to perform its obligations under these Terms; and (iii) its entry into these Terms and performance thereof does not violate or constitute a breach of any agreement to which it is a party or otherwise bound. Customer hereby represents, warrants, and covenants to Frontitude that in performing its obligations and exercising its rights under these Terms, it will comply (and shall require all the its personnel providing Services hereunder to comply) with all applicable laws.

5.2. **Customer's Data.** While using the Services, certain Customer Data will be made available to Frontitude. Customer hereby grants Frontitude royalty-free, fully-paid, non-exclusive right to use the Customer Data in order to: (i) to provide the Services to the Customer; (ii) to administer and make improvements to the Services; and (iii) to collect and analyze anonymous information. Customer acknowledges that the Services does not operate as an archive or file storage service and that Customer is solely responsible for the backup of Customer Data alone and implement back up plans and safeguards appropriate for its requirements. Customer represents and warrants that it owns or has obtained the rights to all of the rights subsisting in the Customer Data and Customer has the right to provide Frontitude the license granted herein to use such Customer Data in accordance with these Terms. With the exception of the Customer Login Details, Customer hereby represents and warrants the Customer Data does not and shall not throughout Customer's use of the Services, include any information which may be deemed Personal Information (as such terms is defined in the Privacy Policy) or under any applicable law, or any information which is related to children under the age of 13, or any health, financial, or insurance data or other data subject to specific regulatory or statutory protection regimes, including without limitation information which is regulated under the Children Online Privacy Protection Rule (COPPA) and the Health Insurance Portability and Accountability Act (HIPAA). Without derogating from the aforementioned, and in the event that the Customer Data includes any information, which may be deemed as personally identifiable information under any applicable law, Customer hereby represents and warrants that it has provided sufficient notices and obtained necessary or advisable consents required from any party and has otherwise the lawful basis upon which to share the personally identifiable information with Frontitude and make any and all uses as otherwise contemplated under these Terms. Customer shall have sole responsibility for the reliability, integrity, accuracy and quality of the Customer Data. "**Customer Data**" means Customer Login Details, data obtained by Frontitude (including, without limitation, reports, usage, technical and meta data) or data provided by Client for the purpose of and in connection with using the Services.

5.3. **Minors.** Customer represents that it is at least thirteen (13) years of age. Frontitude reserves the right to require Customer at any stage to provide proof of age, so that Frontitude can verify that only eligible users are using the Service. In the event that it comes to Frontitude's knowledge that a person is using the Service who is under the age of thirteen (13), Frontitude reserves the right to prohibit and block such user from accessing the Service and will make all efforts to promptly delete any of Customer's Personal Information (as such term is defined in the Privacy Policy).

5.4. The Services include third party open source software that are subject to third party terms and conditions. If there is a conflict between any such third party terms and the terms of these Terms, then such third party terms shall prevail but solely in connection with the related third party open source software. A list of any third party open source software and related third party terms is available at the Service user interface.

## **6. Fees and Payment Terms**

**6.1. Subscription Fees.** In consideration for the Services, Customer shall pay Frontitude the applicable amounts set forth in the applicable Plan ("**Fees**"). Upon the commencement of each Renewal Term, Frontitude reserves the right to increase the Fee at its sole discretion.

**6.2. Payment Terms and Taxes.** As applicable, the Fees shall be paid within thirty (30) days after receipt of invoice. Any payment not received by Frontitude within such period shall accrue interest at a rate of one percent (1%) per month, or the highest rate allowed by applicable law, whichever is lower. All Fees are

non-cancelable for the stated Subscription Period and sums paid are non-refundable, except as expressly stated under the Agreement. All Fees are stated and payable in US Dollars, and are exclusive of VAT. Customer shall bear and pay all taxes related to or arising from these Terms, except for those taxes based on Frontitude's income. Customer may not withhold or set off any Fees due to Frontitude hereunder.

## **7. Disclaimer of Warranties; Limitation of Liability**

- 7.1. CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, THE OUTPUT, IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT IT WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING CONSEQUENCES. FRONTITUDE (ON BEHALF OF ITSELF AND ITS SUBCONTRACTORS) DISCLAIMS ANY RESPONSIBILITY FOR ANY LOSS OR HARM CAUSED IN CONNECTION WITH OR RESULTING FROM CUSTOMER'S USE OF OR RELIANCE ON THE SERVICES, INCLUDING WITHOUT LIMITATION, THE OUTPUT.
- 7.2. THE SERVICES ARE PROVIDED BY FRONTITUDE TO CUSTOMER "AS IS" AND FRONTITUDE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT POSSIBLE BY LAW.
- 7.3. FRONTITUDE, DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE OUTPUT WHICH CUSTOMER OBTAINS THROUGH USE OF THE SERVICES, OR THAT THE OUTPUT IS COMPLETE OR ERROR-FREE. THE OUTPUT DOES NOT CONSTITUTE AN ADVICE, AND CUSTOMER UNDERSTANDS IT MUST DETERMINE FOR ITSELF THE NEED TO MAKE ANY CHANGES TO THE REGARDING THE SUBJECT MATTER OF THE OUTPUT. CUSTOMER'S USE OF AND RELIANCE UPON THE SERVICES AND OUTPUT IS ENTIRELY AT CUSTOMER'S SOLE DISCRETION AND RISK.
- 7.4. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL FRONTITUDE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL DAMAGES OR LOST OF PROFIT (INCLUDING, WITHOUT LIMITATION, LOSS RESULTING FROM BUSINESS INTERRUPTION, LOSS OF DATA, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES), EVEN IF FRONTITUDE HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. FRONTITUDE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DELAY, LOSS OR DAMAGE ATTRIBUTABLE TO ANY SERVICE, PRODUCT OR ACTION OF ANY PERSON OTHER THAN ITS OWN AND ITS EMPLOYEES. IN THE EVENT THIS LIMITATION OF LIABILITY SHALL BE FOR ANY REASON HELD UNENFORCEABLE OR INAPPLICABLE, CUSTOMER AGREES THAT FRONTITUDE'S AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT OF US\$1.00.
- 7.5. SUBJECT TO APPLICABLE LAW, CUSTOMER AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION BROUGHT BY CUSTOMER OR ANYONE AT ITS BEHALF, ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR TO THESE TERMS, MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

## **8. Confidential Information**

- 8.1. Confidentiality**. Each Party will hold all Confidential Information of the other Party, whether received prior to, on or after the Effective Date, in strict confidence and shall not directly or indirectly use (other than for the purposes as permitted hereunder), copy, transfer or disclose any such Confidential Information, unless specifically authorized by the other Party in writing. Each Party understands and acknowledges that all items of Confidential Information of the other Party are important, material and confidential trade secrets of the other Party and affect the successful conduct of its business. "**Confidential Information**" means the confidential and proprietary information of a Party, including any and all ideas, information, concepts, designs, logos, names, know how, techniques, processes, methods, inventions, products, works of authorship, discoveries, developments, source code and object code, other programming code, algorithms, innovations, improvements and other proprietary information of a Party of any kind, whether tangible or intangible, whether in written or other form, and its technical information, and operating procedures and production

technologies, that is labeled or otherwise designated as confidential, or that by its nature would reasonably be expected to be kept confidential. Without limiting the generality of the above, Frontitude's Confidential Information shall also include the Services and all intellectual property embodied therein and all intellectual property rights relating thereto. Notwithstanding the foregoing, information shall not be considered Confidential Information to the extent it: (i) is already known to the receiving Party free of any restriction at the time it is obtained from the other Party; (ii) is subsequently learned from an independent third party free of any restriction and without breach of these Terms; (iii) becomes publicly available through no wrongful act of either Party; or (iv) is independently developed by one Party without reference to any Confidential Information of the other. If Confidential Information is required to be disclosed by law, regulations, court order or subpoena, the receiving Party shall immediately notify the disclosing Party prior to making such disclosure in order to afford the disclosing Party a reasonable period of time to oppose to such order. The terms and conditions of the Agreement will be deemed to be the Confidential Information of each Party and will not be disclosed without the prior written consent of the other Party, provided however, that each Party may reveal the existence and terms of these Terms without obtaining prior written consent of the other Party: (i) in the course of a due diligence process conducted by a third party in connection with a potential investment, acquisition, merger or other similar transaction involving such Party; or (ii) for compliance with applicable regulatory and legal requirements.

**8.2. Restrictions and Obligations.** The receiving Party shall: (i) use Confidential Information received by it solely to carry out the purposes of these Terms and for no other purpose whatsoever; (ii) limit access to any Confidential Information received by it only to its employees and/or contractors who have a need to know and only for use in connection with these Terms; (iii) advise those employees and/or contractors having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in these Terms; (iv) take appropriate action by agreement with those employees and/or contractors having access to the Confidential Information to fulfill its obligations under these Terms; (v) safeguard all Confidential Information received by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own similar information or material; (vi) reproduce, reverse engineer, or otherwise discover the underlying intellectual property or technology contained in the Confidential Information, except with the express written authorization from the disclosing Party; and (vii) upon the disclosing Party's request, return or destroy and certify destruction of all copies, notes, packages, diagrams, computer memory media and all other materials containing any portion of the Confidential Information to the disclosing Party. It is understood and agreed that each Party assumes full liability for a breach by any of its agents, employees or contractors of this Section 8. It is hereby clarified that each Party's confidentiality and non-use obligations under this Section 8 shall survive the expiration or termination of these Terms, and remain in effect until each such Confidential Information is no longer deemed as "Confidential Information" as defined herein.

**8.3. Remedies.** The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and agree that the non-breaching Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## **9. Indemnification**

9.1. **Customer Indemnity.** Customer shall defend, indemnify and hold harmless Frontitude and its officers, directors, shareholder, employees, affiliates and agents (the "**Indemnified Party**") from and against all costs, damages, losses and expenses, including reasonable attorneys' fees and other legal expenses, finally awarded, arising from any third party claim: (i) that the Output, Customer's use of the Service, or other content which may violate any third party rights; (ii) that Customer failed to obtain any necessary permit, license or consent of a third party in connection with these Terms; (iii) in connection with the Customer's breach of any term or condition under these Terms; or (iv) related to Customer's Feedback.

**9.2.** As a condition to the defense and indemnity set forth above, the Indemnified Party shall give Customer (the "**Indemnifying Party**") prompt notice of any such claim made against it and the Indemnifying Party shall be entitled, by written notice to such Indemnified Party, to assume sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof (collectively,

“Claim”), at its own expense, provided that (i) no settlement, consent order or consent judgment which involves any placement of a financial burden or admission of any liability or wrongdoing, act or omission on the part of the Indemnified Party may be agreed to by the Indemnifying Party without the Indemnified Party’s prior written consent; and (ii) the Indemnifying Party shall keep the Indemnified Party informed of the status and progress of such Claim, the defense thereof and/or settlement negotiations with respect thereto. The Indemnified Party shall give the Indemnifying Party all reasonable assistance, at Indemnifying Party’s cost and expense, necessary in connection with such defense. The Indemnified Party shall have the right to employ separate counsel in the defense of any such claim and participate in the defense thereof.

## **10. Term and Termination**

**10.1. Term.** These Terms shall commence as of the Effective Date, and subject to Customer’s compliance herewith, will continue until terminated by either Party as provided in these Terms (the “Term”). Customer acknowledges that during the Term, Frontitude may, in its sole discretion and at any time(s), add, remove, edit or otherwise change any part of the Services without notice, including without limitation removing any Output records and Frontitude may also discontinue, establish or change limits concerning use of the Services without notice. Customer may reject changes by discontinuing its use of the Services. Customer’s continued use of the Services will constitute as Customer’s acceptance of and agreement to such changes.

**10.2. Termination under the Free Plan.** Frontitude may block access to the Services from any user that Frontitude suspects of breaching any term of these Terms, without derogating from any other right or remedy that Frontitude may have by law, equity or otherwise. Customer may terminate these Terms at any time by discontinuing its use of the Services.

**10.3. Termination under the Middle Plan.** (i) Either Party shall have the right to terminate these Terms for convenience by provision of thirty (30) days’ prior written notice to the other Party, and (ii) If either Party materially breaches these Terms, the non-breaching Party may terminate these Terms upon provision of written notice to the other Party, provided that the breaching Party has failed to cure such breach within fifteen (15) days following its receipt of such notice. Frontitude may terminate these Terms immediately in its sole discretion upon Customer’s breach of Sections 2.2, 5 and 8 of these Terms.

**10.4. Effects of Termination.** Upon expiration or termination of the Agreement for any reason, (i) all rights granted herein, and any Order Form executed pursuant hereto, shall terminate immediately; (ii) each Party shall promptly return to the other Party, or destroy and certify the destruction of, all Confidential Information to the other Party; (iii) Customer and its Personnel shall immediately cease to use the Services; (iv) as applicable, Customer shall remit in full all payments due to Frontitude according to these Terms (and in the event of termination by Frontitude, only such payments accruing prior to the date thereof), and following such final payment, neither Party will be entitled to receive any payment from the other Party; (v) the following provisions shall survive the expiration or termination of these Terms: 2.3, 7, 8, 9, 10.5 and 12; and (vi) all other performance obligations of both Parties under these Terms shall cease.

## **11. Privacy Policy**

Certain information about Customer or collected on Customer’s behalf, including the Customer Data, is subject to the Privacy Policy, available at <https://www.frontitude.com/privacy-policy>. By accessing Frontitude’s website and/or using the Services Customer hereby consents to the collection and use of information as described herein and/or in the Privacy Policy, as may be amended by Frontitude from time to time.

## **12. Miscellaneous**

12.1. Frontitude (and its affiliates) may use Customer’s name and logo and disclose that Customer is Frontitude’s customer in Frontitude’s marketing material (including website).

12.2. Frontitude may change these Terms from time to time in its sole discretion, and such change will become effective upon the date on which it is posted on the Frontitude’s website. Customer is responsible for checking Frontitude’s website regularly for such changes. If Customer does not agree to the new or different

terms, Customer should not use the Services. By continuing to access or use the Services Customer agree to be bound by the revised Terms.

- 12.3. These Terms shall be governed by and construed in accordance with the laws of the State of Israel exclusive of its conflict of laws principles. Frontitude may seek immediate relief at law or in equity for any breach by Customer in any appropriate court. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to these Terms. Frontitude may seek immediate relief at law or in equity for any breach by Customer in any appropriate court.
- 12.4. Nothing contained in these Terms is intended or is to be construed to create a partnership, joint venture or agency relationship. If any provision of these Terms shall be declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect.
- 12.5. These Terms may not be transferred or assigned by Customer without the prior written consent of Frontitude; but may be transferred or assigned by Frontitude. Any attempted assignment or transfer of any of the rights, duties, or obligations herein shall be void if not in compliance with this subsection. These Terms shall inure to the benefit of and be binding upon each Party's successors and permitted assigns.