

Terms of Use

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Hexagate Ltd. (“**Hexagate**”) offers its customers (“**Customer(s)**”) solutions that are aimed to secure smart contracts, on-chain assets, wallets and users in web3.0 from theft originating from various threats and risk and threat vectors by providing a suite of products for cyber and financial risk and threat management that covers pre-transaction, address screening and analysis, KYT, real-time on-chain monitoring, proactive exploit prevention and post transaction as well as blockchain forensics and activity investigation tools. Specifically Hexagate may offer its Customers to order and purchase the right to (i) remotely access (i.e. on a SaaS basis) Hexagate’s: (a) the Hexagate SaaS security platform service stated in the Order Form under ‘Main Hexagate Services’ (“**Main Hexagate Services**”) and (b) any other services as specified in the Order Form under ‘Professional Services’ (collectively, the Main Hexagate Services and Professional Services, shall be referred to as "**Hexagate Service**"); and to (ii) download and install software components made generally available by Hexagate to its customers in source code or object code form, for the purpose of allowing such customers to utilize the Hexagate Services as subscribed to hereunder (“**SW Components**”, and together with the Hexagate Service shall be referred to herein as the “**Solution**”), only during the Subscription Term (as defined below) and solely for Customer's internal purposes (the "**Subscription**"). Unless otherwise indicated, the term "**Subscription**" also includes any manual or documentation provided or made available by Hexagate to Customer in connection with the operation of the Service ("**Documentation**").

In addition, our internet website located at www.hexagate.com (respectively “**Website**”), offers visitors and users of the Website (“**Visitors**”) information on our company, technology and information concerning our Solution, as well as demos and trials of our Solution (if such are made available). The Website together with the Solution and related services, except if specifically otherwise designated, shall be referred to herein as the “**Services**”. “**Users**” or “**you**” refer to: (I) Customer’s first user of the Solution or otherwise End User who was designated by Customer as admin (“**Customer Admin**”) or Customer itself if Customer is a natural person and not an organization, and (II) users that are invited by Customer and/or by Customer Admin (e.g., employees and contractors) to access the Solution under Customer’s account (the “**End User(s)**”). Each of the Users may access and use the Services in accordance with the terms and conditions hereunder.

By entering to, connecting to, accessing or using the Services, you acknowledge that you have read and understood these Terms of Use (the “**Terms of Use**”), including our https://extension.hexagate.com/privacy_policy (the “**Privacy Policy**”, collectively with these Terms of Use, the “**Terms**”) and you agree to be bound by the Terms and to comply with all laws and regulations that apply to your use of the Services and you agree that these Terms constitute a binding and enforceable legal contract between Hexagate and you.

ATTENTION - PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE SERVICES IN ANY MANNER.

CUSTOMER ADMIN HEREBY REPRESENT, AGREE AND ACKNOWLEDGE THAT (I) IT HAS BEEN DESIGNATED BY CUSTOMER AND HAS FULL LEGAL AUTHORITY

TO USE AND REGISTER TO THE SOLUTION AND BIND CUSTOMER TO THESE TERMS; AND (II) THESE TERMS ALSO CONSTITUTE A BINDING CONTRACT BETWEEN CUSTOMER AND HEXAGATE.

CUSTOMER ADMIN, END USER AND CUSTOMER, HEREBY REPRESENT AND WARRANT THAT CUSTOMER ADMIN AND END USER'S USE OF AND ACCESS TO THE SERVICES ASSOCIATED WITH CUSTOMER, ARE PERFORMED UNDER CUSTOMER'S AUTHORIZATION AND SHALL INURE TO THE BENEFIT OR LIABILITY OF THE CUSTOMER.

Any separate written agreement entered into between Hexagate and Customer with respect to the use and access to the Solution, shall take precedence over conflicting provisions in these Terms.

1. MODIFICATION OF THE SERVICES

1.1. Modification of the Services. Hexagate may continuously update its Services with new capabilities or offerings or replace and/or discontinue some of the capabilities with others. You acknowledge and agree that some of the features and capabilities may be experimental and/or offered in limited versions or limited locations. Hexagate shall provide Customer with at least 7 days' prior written notice of any material change to the Services' functionality. Such written notice may be made through written notification that is displayed to User within the Solution. Customer's sole remedy in the event of such changes shall be, where such changes reflect a material decrease in functionality, to terminate any affected subscription to the Solution. In such event Customer is required to provide Hexagate with written notice of such termination not later than within fourteen (14) days of being notified of such adverse change and Hexagate shall provide Customer with a refund for the pre-paid un-used subscription fees.

2. REGISTRATION AND USER ACCOUNT

2.1. Account Registration. In order to use the Services, Customer's Admin must register and open an account through the Website or as otherwise directed by Hexagate (the "**Hexagate Customer Account**"). Registration may be performed in several manners which we may make available such as through certain credentials (e.g. name, email and password) or social login. We may allow Customer Admin and/or other End Users to invite other End Users to join the Hexagate Customer Account as End Users associated with the Hexagate Customer Account. A person receiving such invite from Hexagate may choose to join the Hexagate Customer Account or if such person is not yet a registered End User, it will be required to first register to the Hexagate Solution and open an End User account ("**Hexagate End User Account**"). The term "**Hexagate Account**" will refer to the Hexagate Customer Account and/or the Hexagate End User Account, as the case may be.

2.2 Account Security. You are responsible for maintaining the confidentiality of the login credentials (e-mail and password or any other access method implemented by Hexagate) of your Hexagate Account and for all activities that occur under your Hexagate Account. You agree not to disclose your login credentials to any person, and you are responsible for any use or misuse performed through your Hexagate Account (including by any person if you do choose to disclose these credentials). We reserve the right to temporarily suspend or permanently terminate your Hexagate Account if we determine that you or any other person is using your Hexagate Account in a manner which violates these Terms.

2.3 Hexagate Demo. We may make available on the Website certain demonstration of the Services (“**Demos**”) and/or allow you to register for a free or paid trial of the Services and Solution (“**Trial**”). Any Demos and Trials and any use thereof are governed by these Terms. You acknowledge that we may, in our sole discretion and at any time(s), add, remove, discontinue, edit or otherwise change any part of the Demos or Trials (either prospective or ongoing) and the Services made available under such Demos or Trials, without notice, and delete any User Data provided in the scope of such Demos and Trials.

2.4 User Updates. If you wish to modify your Hexagate Account information, or if you wish to terminate your Hexagate Account, you may do so by contacting Hexagate support available at (customers@hexagate.com). Your Hexagate Account will be terminated within a reasonable time following your request in accordance with the Privacy Policy, and from that date you will no longer be able to access your Hexagate Account and the permissions, rights and licenses granted to you under these Terms shall terminate.

NOTE THAT TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS AND/OR UNAVAILABILITY OF CONTENT, FEATURES, OR CAPACITY WITH REGARD TO YOUR HEXAGATE ACCOUNT. HEXAGATE SHALL NOT BE LIABLE IN ANY WAY FOR SUCH UNAVAILABILITY AND/OR LOSS.

3. Property Rights; License

3.1 Hexagate Intellectual Property. You agree and acknowledge that, as between you and Hexagate, Hexagate is and shall remain the sole and exclusive owner of any and all Intellectual Property rights in or pertaining to the Solution and any part thereof, including any modifications, enhancements, improvements, updates and upgrades, and derivative works, thereof. “**Intellectual Property**” shall mean all inventions, ideas, concepts, analyses, (whether patented, or patentable, or not), methods, methodologies, designs, processes, patents, patent applications, rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, moral rights, any information, ancillary materials, devices, results, know-how, and all rights relating to the protection of trade secrets and confidential information; design rights and industrial property rights; mask works, software, all code including source code, object code, firmware, usage data and any other proprietary rights relating to intangible property. Other than as explicitly stated hereunder, no license or rights, express or implied, in or to the Services, Solution, trade or service marks or the Intellectual Property of Hexagate, is granted to you under these terms.

3.2 Your Use Rights. Subject to your compliance with these Terms, and unless otherwise agreed in writing between you and Hexagate, Hexagate grants you a limited, worldwide, non-exclusive, non-assignable, non-tradeable, non-sub-licensable, fully and immediately revocable at our discretion, license, to access and use the Website and where you have purchased a Subscription to use and access the Solution or the relevant portion thereof for the duration of the ordered and paid for Subscription period (“**Subscription Term**”) or otherwise if you have registered for a Trial or Demo (as such terms defined in clause 2.3), to use the Solution in the scope of such Subscription, Trial or Demo, all solely for Customer’s internal business purposes, in accordance with these Terms. Except as stated above, no other rights in the Solution or the Services are granted.

3.3 Use Restrictions. You may not and you shall not permit any person, and/or any third party to (i) copy, modify, distribute, publicly display, transfer or create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile, disassemble or reproduce the Website

and/or the Solution, or any parts thereof, for any purpose, (ii) remove or delete any and all copyright notices, restrictions and signs indicating proprietary rights of Hexagate and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Website and/or the Services, (iii) create a browser or border environment around the Website, and/or Solution, link, including in-line linking, to elements on the Website or Solution, such as images, posters and videos, and/or frame or mirror any part thereof or use the Services as a services bureau or otherwise to provide services which are in essence similar to the Services to third parties; (iv) transmit, distribute, display or otherwise make available through or in connection with the Services any content, including any Customer Data (as defined below), in a manner which infringes third party rights, including intellectual property rights and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with use of the Services any malware or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Services, or the servers or networks that host them or make the Services available; (vii) use the Services for and/or in connection with any form of spam, unsolicited mail or similar conduct; (viii) access and/or use any Services and/or the Content in order to build a competitive product or service; (ix) publish or disclose to any third party any quality, performance or benchmark test analyses relating to the Services; (x) bypass any measures which are used to prevent, control or restrict access to the Services and/or certain functionalities therein; (xi) infringe or violate any of the terms and conditions of this Agreement. You hereby agree that upon Hexagate's request you will immediately return and purge from your systems all materials and copies of the same, collected, created or used in breach of these Terms.

3.4 Feedback. In the event that Users provide Hexagate with any suggestions, comments or other feedback relating to Hexagate's Services (collectively, "**Feedback**"), such Feedback is provided 'As Is' and is deemed as the sole and exclusive property of Hexagate and you hereby irrevocably assign to Hexagate all of your rights, title and interest in and to all Feedback, if any, and waive any moral rights you may have in such Feedback . Without derogating from the foregoing, you hereby represent and warrant that you shall not provide any Feedback which is subject to any third-party rights or any limitations or which you are otherwise precluded from providing to Hexagate, and shall promptly inform Hexagate as soon as you become aware of any third-party right or limitation which may apply to Feedback already provided by you.

3.5 Third Party Components. The Services may use or include third party software, files and components that are subject to open source and third-party license terms ("**Third Party Components**"). Your right to use such Third Party Components as part of, or in connection with, the Services is subject to any applicable acknowledgments and license terms accompanying such Third Party Components and of which you are made aware by Hexagate. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. Under no circumstances shall the Services or any portion thereof (except for the Third Party Components contained therein) be deemed to be "open source" or "publicly available" software.

3.6 Automated Remediation Tool. Hexagate may make available to User from time to time, including via integrations with third party platforms and solutions with whom User and Hexagate are each separately contractually engaged (respectively, "**Third Party Platforms**" and "**Third Party Integrations**") automated remediation and automated response tools (the "**Automated Response Tool/s**"), that User may then order under an Order or SoW in the scope

of an order for Professional Services. Such Automated Response Tools are intended only to allow User to configure predefined automated sequences, aimed at responding and remediating threat detected by the Hexagate Main Service (respectively, the “**Remediation Sequence**”, and the “**Automated Response Tool Purpose**”), by initiating certain kill switch mechanisms. The Remediation Sequence may include “kill switch” mechanisms such as, without limitation, mechanisms aimed at disabling certain User’s smart contracts functions, pausing the smart contracts function, blocklisting of addresses etc., with an objective of preventing theft of digital assets, and financial losses and which require you to grant, from the User’s smart contracts, to the addresses initiating the Users predefined automated transactions on the Hexagate product, the applicable permissions for effectuating such mechanisms. Users warrant and undertake that: (i) The potential effect of the Remediation Sequence, as configured by User and of the utilization of the permissions defined by User, on User’s smart contracts, to the addresses initiating the automated transaction of the Remediation Sequence, shall only be the disablement/pausing of, certain smart contracts functions with the objective of prevention of theft of digital assets, and financial losses to User, and (ii) In any event, without limiting the foregoing, the potential effect of User’s configuration of the Remediation Sequence, may not be the unauthorized transfer of assets or funds, and (iii) User may use the Automated Response Tools solely for the Automated Response Tool Purpose, and not for any other purpose; and (iv) where Automated Response Tools are made available through Third Party Integrations, User shall not make any claim or file any law suit that is related to the Third Party Integrations, against any Third Party Platform. It is agreed and acknowledged that Hexagate may at any time, in its sole discretion, remove such Third Party Integrations from the Solution where such integration becomes commercially unreasonable due to technical, legal, or financial changes related to such Third Party Integrations and Hexagate shall provide User with at least 7 days’ prior written notice of the same. User’s sole remedy in the event of removal of Third Party Integrations, is to terminate any affected subscription to such Third Party Integrations and receive a pro-rated refund of fees paid specifically for such Third Party Integrations’ subscription.

Notwithstanding anything to the contrary in these Terms of Use:

- a. Hexagate shall have no liability with respect to the use or operation of the Automated Response Tools or with respect to the implementation of the Remediation Sequence.
- b. The Automated Response Tools are made available without any warranty and on an "As Is" and "As Available" basis.

4. Confidentiality

Either party (a “**Disclosing Party**”) may disclose or make available to the other party (a “**Receiving Party**”) certain information regarding its technology, operations and business (“**Confidential Information**”). Receiving Party agrees to use best reasonable industry measures to protect the confidentiality and not disclose the Confidential Information to any third party or use any Confidential Information except as required to provide or use of the Services or the Solution in the scope of the parties’ engagement hereunder. Confidential Information shall not include information that Receiving Party can show by written evidence (a) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information, (b) was received by Receiving Party from any third party without restrictions, (c) is publicly and generally available, free of confidentiality restrictions. Receiving Party shall not be prevented from disclosing Confidential Information pursuant to a binding court order or similar binding legal requirement for disclosure, provided

that, unless otherwise prohibited by applicable law, Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperate in order to minimize such requirement. Receiving Party shall restrict disclosure of Confidential Information to those of its employees with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein. Receiving Party shall in any event remain liable for any actions or omissions performed by its employees and service providers, as if performed by Receiving Party.

5. Our Privacy Policy; Product Data

5.1 Hexagate Privacy Policy. We respect the privacy of our Users and are committed to protecting the personal information you share with us or that we collect in connection with your use of the Services. In the scope of the provision of the Services, certain personal data may be collected, processed, stored, and analyzed. Such personal data may be obtained directly from End Users or Customer Admins (as data subjects) or from the Customer Admin or Customer where such personal data pertains to other End Users, all in accordance with the Privacy Policy (“**User Data**”). By accessing or using the Services you agree to the Privacy Policy.

5.2 Authorization to share Product Data. You hereby represent and warrant that you have the full right, permissions and consents to provide User Data and any other data and information you make available, through the Services (together “**Product Data**”) under these Terms.

5.3 Use of Product Data. You hereby grant Hexagate a non-exclusive, non-assignable, non-transferable license to use Product Data you made available to us in the scope of your use or access to the Services (including for the collection storage, processing, analysis, display, transfer and creation of derivatives, thereof) for the purpose of providing the Services to you and to the Customer with which your account is associated, as contemplated hereunder. Hexagate will store and maintain Product Data for such period of time necessary for it to provide the Services to you or to Customer (as the case may be).

5.4 Anonymous Cumulative Information. Without derogating from the foregoing, you hereby grant Hexagate a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to use Product Data that cannot be used to identify or otherwise understood to be related to you or to Customer, for the purpose of internal research or otherwise improving or enhancing the Services (or any part thereof).

6. Order form

6.1 Order Form. We may require you to execute a Purchase Order in order to allow you access or to subscribe to the Services (the “**Order Form**”). An Order Form may specify and include, among others, the fees payable in consideration for your access to the Services (“**Fees**”), the scope of the Services, subscription plan and term, termination rights, additional payment and billing terms. An Order Form may be executed in various ways (as we deem appropriate), including by click-accepting an Order Form displayed through the Website or otherwise in an online form, or by mutual acceptance in writing.

6.2 Payment of Fees. We may allow several means of payment such as bank transfer, payment through an online payment gateway, and other means we may make available from time to time. If we make online payment available through our Services such payment option is

executed via third party payment clearance service providers or payment gateway providers, such as PayPal, Stripe etc. (the “**Payment Services**”) that may be integrated and embedded in the Services. If you choose to proceed with an online payment, then you: (i) agree to review and be bound by the relevant Payment Services’ terms of use and privacy policy; (ii) acknowledge that you may need to hold, or register, an active account at such Payment Services in order to complete a purchase and (iii) acknowledge that confirmation or rejection of your payment is not performed by Hexagate. We are not responsible or liable for any activities or conduct of any Payment Services, and you agree to hold us harmless, and expressly release us, from any and all liability arising from or in connection with any payment activity performed on our Services.

6.3 Unless otherwise agreed between the Parties in an Order Form, all Order Forms are final and may not be cancelled or terminated for convenience by User or Customer. Hexagate may cancel or terminate an Order Form at any time, for convenience, by providing written notice (including by email), provided that in such event Hexagate shall refund to User/Customer any pre-paid unused Fees.

6.4 Unless otherwise set forth in an Order Form, any Fees owed by you to Hexagate shall be paid to Hexagate in advance of the provision of the relevant Services.

7. Availability

Services Availability. The Services availability and functionality depend on various factors, such as communication networks, software, hardware, and Hexagate’s service providers and contractors. Hexagate does not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or will otherwise be error-free.

8. User Eligibility

You must be at least eighteen (18) years of age to use the Services. By using the Services and agreeing to these Terms, you represent and warrant to us: (i) that you are at least eighteen (18) years of age; or (ii) that you are the legal guardian of the User under the age of eighteen (18) and both you and the User have read and agreed to these Terms and approved of the User’s continued use of the Services subject to these Terms; (iii) that you have not previously been suspended or removed from the Services; and (iii) that your use of the Services is in compliance with any and all applicable laws and regulations.

9. Export Restrictions and Related Representations.

User acknowledges that the services and use thereof are subject to United States’, the European Union’s and other countries’ export jurisdiction, as applicable. User hereby represents and warrants that it, its Affiliates and any person to whom User offers or allows access to the Services, and any employees, service providers, officers, directors, agents, or beneficiaries, are not and shall not be a (i) Sanctioned Person(s), and (ii) shall not operate in , reside in, or use or access the Services, in or from a Sanctioned Country. Without derogating from the foregoing, User will comply with all applicable national and international laws that apply to User’s use of the Services, including United States Export Administration Regulations, as well as end user, end use and destination restrictions which may be issued by the United States and other governments from time to time. User will obtain all required export control

authorizations, permits, or licenses, with respect to its permitted use of the Services. For the purposes hereof the following terms shall at all times have the following the following meanings: Sanctioned Person shall mean (a) any person or entity listed on an Sanctions-related list of designated persons maintains by Office of Foreign Assets Control (OFAC), the Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority, (b) any person or entity operating, organized or resident in a Sanctioned Country or (c) any person or entity owned controlled by or such person or persons described in paragraph (a) or (b). "Sanctioned Country" shall mean a country region or territory which is itself the subject of or target of any sanctions and ant-money laundering laws, regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders or notices from regulators implemented, adapted, imposed, administered, enacted and/or enforced by the United States, United Nations, European Union, any other applicable jurisdiction, and including without limitation, Cuba, Iran, Iraq, Syria, Sudan, North Korea, Lebanon, Russia, Belarus, Crimea region of Ukraine.

10. Disclaimer of Warranties

10.1 HEXAGATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICES (OR ANY PART THEREOF). THE SERVICES INCLUDING WITHOUT LIMITATION ANY CONTENT, MATERIALS, DATA AND INFORMATION MADE AVAILABLE THERETHROUGH OR RELATED THERETO, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. HEXAGATE AND ITS AFFILIATES AND/OR ITS SUBSIDIARIES, INCLUDING ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, "HEXAGATE AFFILIATES"), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, LEGALITY, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION AVAILABLE, OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE SERVICES.

10.2 CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE SERVICES, DUE TO THEIR SPECIFIC NATURE AS A CYBER SECURITY PRODUCT AND SERVICES, ARE AN UNCERTAIN PROCESS, BASED ON PAST EXPERIENCES, CURRENTLY AVAILABLE INFORMATION, AND KNOWN THREATS. ALL INFORMATION SECURITY SYSTEMS ARE VULNERABLE TO SOME DEGREE AND HEXAGATE CANNOT GUARANTEE THAT CUSTOMER'S SYSTEMS AND COMPUTER NETWORKS WILL BE IMMUNE FROM VULNERABILITIES AND RISKS, AS A RESULT OF THE USE OF THE HEXAGATE'S SERVICES. HEXAGATE DOES NOT WARRANT, REPRESENT OR PROVIDE ANY ASSURANCE THAT THE HEXAGATE'S SERVICES WILL IDENTIFY ALL POSSIBLE VULNERABILITIES OR PROPOSE

EXHAUSTIVE AND OPERATIONALLY VIABLE RECOMMENDATIONS TO MITIGATE THESE EXPOSURES. HEXAGATE'S SERVICES ARE BASED ON TECHNOLOGIES AND THREATS KNOWN AS OF THE DATE THAT HEXAGATE PROPOSED THEM TO CUSTOMER. AS TECHNOLOGIES AND RISKS CHANGE OVER TIME, THE VULNERABILITIES ASSOCIATED WITH THE HEXAGATE'S SOLUTION AND THE OPERATION OF SECURITY METHODS, TACTICS, TECHNIQUES, AND PROCEDURES MAY ALSO CHANGE.

10.3 HEXAGATE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, SOLUTION AND/OR WEBSITE IS OR WILL BE FREE OF BUGS, INTERRUPTIONS OR OTHER PROGRAM LIMITATIONS. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICES AND/OR WEBSITE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE WEBSITE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

11. Indemnification

YOU AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS HEXAGATE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, FROM ALL LIABILITIES, CLAIMS, ALLEGED CLAIMS, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY'S FEES ARISING FROM: (I) YOUR BREACH OF ANY TERM OR CONDITION OF THESE TERMS, (II) YOUR USE OF, RELIANCE ON OR ACCESS TO THE SERVICES; (III) ANY RIGHTS OF A THIRD PARTY WITH REGARD TO YOUR PRODUCT DATA, INCLUDING PRIVACY OR INTELLECTUAL PROPERTY RIGHTS. WE WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION AND WE WILL ALLOW YOU TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER AS LONG AS YOU CONDUCT SUCH DEFENSE DILIGENTLY.

12. Limitation of Liability

12.1 EXCEPT WITH RESPECT TO DAMAGES ARISING FROM HEXAGATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL HEXAGATE AND/OR ANY OF THE HEXAGATE AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICES, USE OR INABILITY TO USE THE SERVICES, FAILURE OF THE SERVICES TO PERFORM AS EXPECTED, LOSS OF GOODWILL, LOSS OF DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF HEXAGATE TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF HEXAGATE BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY WEBSITES.

12.2 EXCEPT WITH RESPECT TO DAMAGES ARISING FROM HEXAGATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND EXCEPT WHERE PROHIBITED BY LAW, HEXAGATE'S LIABILITY IN CONNECTION WITH THESE TERM SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO HEXAGATE UNDER APPLICABLE ORDER FORM DURING THE TWELVE 12 MONTHS PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE, AND IF NO FEES WERE CHARGED, THEN HEXAGATE'S LIABILITY SHALL NOT EXCEED \$1,000 USD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. IN ANY CASE NO ACTION MAY BE BROUGHT BY YOU IN CONNECTION WITH THE SERVICES MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

12.3 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR HEXAGATE'S PROVISION OF THE SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF HEXAGATE AND/OR ANY HEXAGATE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES.

13. Amendments to these Terms

Hexagate may change these Terms from time to time, at its sole discretion and without any notice. We will notify you regarding substantial changes to these Terms on the homepage of the Services and/or we will send you notifications regarding such changes to the e-mail address available in your Hexagate Account information. Such substantial changes will take effect seven (7) days after such notice was provided on our Website or sent via email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

14. General

14.1 **Relationship of the Parties.** These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.

14.2 **Governing Law and Jurisdiction.** Any claim relating to the use of the Services will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of the Services will be brought in, and you hereby consent to the exclusive jurisdiction and venue of the competent courts of Tel Aviv, Israel. You hereby waive any right to participate in a class-action lawsuit.

14.3 **Assignment.** You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms, without Hexagate's prior express written consent. For the avoidance of doubt, you may assign these Terms to another entity, in connection with a merger, acquisition, or sale of all or substantially all of its assets or shares (except for an

assignment to a competitor of Hexagate), provided that you deliver us with prompt written notice of such assignment. We may assign our rights and/or obligations hereunder and/or transfer ownership rights in the Solution and Services (or any part thereof) to a third party without your consent or providing any prior notice.

14.4 **Severability.** If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision.

14.5 **No Waiver.** No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

14. 6 **Publicity.** Unless Customer notifies Hexagate otherwise, Hexagate may for the duration of the relevant Subscription Period, use Customer's name and logo in its Website to indicate that Customer is a customer of Hexagate. Any such consent terminates upon termination of this Agreement.

14.7 Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

15. CONTACT US

If you wish to receive more information on these Terms, please contact us using the details provided below:

Hexagate

Email: customers@hexagate.com