

## Standard Terms and Conditions

GeoCloud (“**GeoCloud**” or “**us**”, “**our**”, “**we**”) provides a solution on a Software-as-a-Service basis through the GeoCloud Shop platform (the “**Solution**”). These Terms of Service (this “**Agreement**”) govern your use of and access to the Solution. In this Agreement, “**Company**” means the owner or developer of any specific application that you are accessing through the Solution.

Please read this Agreement carefully. You must accept this Agreement prior to using the Solution. By using the Solution, you signify your consent to this Agreement. Changes may be made to this Agreement from time to time. We will provide you with notice of any such changes, and your continued use of the Service following such notice shall be deemed acceptance to any such amended or updated terms. If you do not agree to any provision of this Agreement, please do not make any use of the Solution.

### **NOW, THEREFORE, the parties hereby agree as follows:**

1. **Solution.** Subject to the terms and conditions hereof, you may use the Solution solely for your own personal or commercial purposes. You represent that you have all necessary authority to enter into this Agreement and that the execution of this Agreement and the receipt of the Solution will not conflict with your legal, regulatory or contractual obligations.

2. **Restrictions.** Except as set forth expressly herein, you shall not, and shall not permit any third party, to (a) reverse engineer, disassemble, decompile or attempt to find the underlying code of, the Solution; (b) modify the Solution, (c) sublicense, sell, make available or provide the Solution to any third party, (d) make the Solution available on a time share or service bureau basis or (e) bypass any security measure or access control measure of the Solution.

3. **Customer Material.** If the Solution allows you to upload any material or make any material publicly accessible, then you shall be solely responsible for all material that you wish to publish through the Solution or that you otherwise submit to the Solution (“**Customer Material**”). You represent and warrant that no Customer Material (a) infringes the intellectual property, publicity, privacy or moral rights of any third party, (b) contains any material that is defamatory, harassing or threatening; (c) contains any pornography or obscene material; (d) contains any malware or other material that is illegal or fraudulent, (e) contains any information that is subject to restrictions under applicable export control law, or (f) contains any links that direct users to Internet websites or applications that contain any of the content listed in (a) through (d) above (collectively, “**Prohibited Content**”). You provide Company and GeoCloud with a worldwide, non-exclusive, royalty-free, and sublicensable license of all worldwide rights necessary to duplicate, publish, display and make available Customer Materials through the Solution, and you hereby warrant that you have the right to provide such license.

4. **Intellectual Property.** As between the parties, GeoCloud and its corporate partners have all right, title and interest in the Solution and all applications provided to you through the Solution, including all enhancements, improvements and modifications thereof. GeoCloud does not request your feedback regarding the Solution. Notwithstanding the foregoing, if you provide GeoCloud with any feedback regarding the Solution, GeoCloud may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback. Subject to the foregoing, as between the parties, you retain all right, title and interest in Customer Material.

5. **Data; Privacy.** Please review Company’s privacy policy to understand how Company collects, uses and stores data from your use of the Solution. In addition, GeoCloud may collect information concerning your use of the Solution. GeoCloud shall not disclose such information to any third party, except to Company or as may otherwise be required by law or to cooperate with a bonafide law

enforcement investigation. By analyzing all collected data and information, GeoCloud may compile aggregate information (“**Aggregate Data**”). GeoCloud may use and share Aggregate Data with its partners, pursuant to commercial terms that it determine in its sole discretion. GeoCloud may use subcontractors that are located in countries other than your own. GeoCloud may disclose data as necessary for it to enforce its agreements and policies, to investigate any claims against GeoCloud, and to protect the rights and property of GeoCloud or its agents, employees and customers. GeoCloud may disclose or transfer data and information in connection with a sale of all or part of its business, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of GeoCloud’s business assets.

6. **Confidentiality.** Either party (the “**Disclosing Party**”) may disclose to the other party (the “**Receiving Party**”) certain non-public confidential information regarding the technology and business of the Disclosing Party (“**Confidential Information**”). The Receiving Party agrees to keep confidential and not disclose or use any Confidential Information except for purposes of providing or receiving the Solution, exercising its rights hereunder, or in furtherance of the relationship of the parties hereunder. Confidential Information shall not include information that the Receiving Party can show (a) was already lawfully known to or independently developed by the Receiving Party without access to or use of Confidential Information, as shown by contemporary documentary evidence, (b) was received from any third party without restrictions, (c) is publicly and generally available, free of confidentiality restrictions; or (d) is required to be disclosed by law. The Receiving Party shall restrict disclosure of Confidential Information of the Disclosing Party to those of its employees and independent contractors with a reasonable need to know such information for the purposes of this Agreement and which are bound by written non-disclosure and non-use obligations no less restrictive than those set out herein. The terms and conditions of this Agreement and the Quotation are the Confidential Information of GeoCloud.

7. **Payment.** In consideration of the Solution, you shall make payment to GeoCloud in the amount set forth on any quotation provided to you or as may otherwise be agreed by the parties, including through the GeoCloud Platform. Amounts due hereunder do not include VAT and other taxes, and you shall make payment in respect of such taxes in addition to other amounts due hereunder. You shall make payment to GeoCloud without deduction or withholding of any taxes or other government charges. Late payments shall bear interest at the rate of 18% per annum.

8. **Warranties; Disclaimer.** THE SOLUTION IS PROVIDED “AS IS”. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOCLOUD AND COMPANY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT IN RESPECT OF THE SOLUTION.

9. **Indemnification.** You shall defend, indemnify and hold harmless Company, Geocloud (and their affiliates, officers, directors and employees) from and against any and all damages, costs, losses, liabilities or expenses (including court costs and reasonable attorneys’ legal fees) which Company or GeoCloud may suffer or incur in connection with any actual claim, demand, action or other proceeding by any third party arising from or relating to any breach of this Agreement by you. You may not settle or compromise such suit without GeoCloud’s consent, not to be unreasonably withheld. Company and GeoCloud may each be represented in any such suit by counsel of its own choosing at its own expense.

10. **Limitation of Liability.** IN NO EVENT SHALL GEOCLOUD OR COMPANY (OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE SOLUTION. THE ENTIRE LIABILITY OF GEOCLOUD AND COMPANY (OR THEIR DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT YOU HAVE ACTUALLY PAID BY YOU TO GEOCLOUD IN RESPECT OF THE SOLUTION IN THE 12 MONTHS PRIOR TO THE

APPLICABLE CLAIM. GEOCLOUD PROVIDES A PLATFORM TO MAKE SOFTWARE APPLICATIONS AVAILABLE TO YOU, BUT DOES NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE SOFTWARE APPLICATION ITSELF.

11. **Term.** The term of this Agreement (“**Term**”) shall commence on the Effective Date and shall continue for the period expressly set forth in any quotation provided to you or as may otherwise be agreed by the parties, including through the GeoCloud Platform (the “**Term**”) . If no Term is otherwise agreed, the Term shall be 12 months. Either party may terminate this Agreement upon written notice if the other party shall materially breach this Agreement and not cure such breach within 10 days of receipt of written notice thereof from the non-breaching Party. GeoCloud may suspend the Solution at any time if GeoCloud believes that such suspension is necessary to protect the rights of GeoCloud or protect the security of GeoCloud, its customers or third parties. Upon any termination of this Agreement, GeoCloud shall cease providing the Solution. Sections 2 – 12 of this Agreement shall survive any termination or expiration thereof.

12. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements between the parties regarding the subject matter hereof. Except as expressly set forth herein, this Agreement may not be modified or amended except in a writing executed by both parties. If any part of this Agreement shall be invalid or unenforceable, such part shall be interpreted to give the maximum force possible to such terms as possible under applicable law, and such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement. GeoCloud may assign its rights or obligations under this Agreement to an affiliated company or to a purchaser of all or substantially all of GeoCloud’s assets or share capital, or to any company succeeding to GeoCloud’s business. You shall not assign any of its rights or obligations hereunder without GeoCloud’s prior written consent. Assignments in violation of the foregoing shall be void. This Agreement shall be governed by the laws of the State of Israel, and the competent courts in the city of Tel Aviv shall have exclusive jurisdiction to hear any disputes arising hereunder. Notwithstanding the foregoing, either party may seek an injunction or other equitable relief in any court of competent jurisdiction in order to prevent a breach or threatened breach of this Agreement. GeoCloud may provide notice hereunder to the email address that you provide upon registration.

*Last updated: May 2018*