

COMMBOX

END USER LICENSE AGREEMENT

Last updated: January 2, 2023

PLEASE READ THIS END USER LICENSE AGREEMENT ("**AGREEMENT**") CAREFULLY BEFORE DOWNLOADING, INSTALLING, ACCESSING OR USING THE COMMBOX PLATFORM OR ANY DOCUMENTATION PROVIDED WITH OR IN CONNECTION WITH SUCH PLATFORM (SUCH PLATFORM, INCLUDING DOWNLOADABLE AND HOSTED PORTIONS THEREOF, AND ALL SUCH DOCUMENTATION, "**PLATFORM**"). BY CLICKING THE "OK", "ACCEPT", "SAVE", "DOWNLOAD", "INSTALL" OR SIMILAR BUTTONS, OR BY DOWNLOADING, INSTALLING, ACCESSING OR USING THE PLATFORM, YOU AGREE, ON BEHALF OF YOURSELF ("**YOU**") AND THE COMPANY OR INSTITUTE WHICH EMPLOYS YOU OR WHICH YOU REPRESENT ("**INSTITUTION**") TO ENTER INTO THIS AGREEMENT WITH COMMBOX COMMUNICATION AND AUTOMATION LTD. ("**COMMBOX**", "**US**", "**WE**", "**OUR**") AND BE BOUND BY THIS AGREEMENT. YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT THEN YOU MAY NOT DOWNLOAD, INSTALL, ACCESS OR USE THE PLATFORM.

THIS AGREEMENT, AND THE LICENSE AND ANY RIGHTS GRANTED TO YOU HEREIN, IS SUBJECT TO THE PURCHASE OF A LICENSE AND EXECUTION OF AN ADDITIONAL, PRIOR COMMERCIAL AGREEMENT GOVERNING THE AMOUNTS THAT MUST BE PAID TO COMMBOX IN CONNECTION WITH YOUR ACCESS AND USE OF THE PLATFORM, AND OTHER RELATED TERMS ("**COMMERCIAL AGREEMENT**"). WE MAY ALSO GRANT FREE TRIAL LICENSES FOR LIMITED PERIODS ("**TRIAL LICENSE**" OR "**DEMO**"). IF WE HAVE GRANTED YOU OR YOUR INSTITUTION A TRIAL LICENSE, THEN THE LICENSE GRANTED HEREIN IS VALID ONLY FOR THE PERIOD OF THE TRIAL LICENSE, AND THIS AGREEMENT AND YOUR USE OF THE PLATFORM IS SUBJECT TO ANY TERMS AND CONDITIONS PROVIDED BY US EITHER ON THE TRIAL REGISTRATION OR CONFORMATION PAGE OR OTHERWISE PROVIDED BY US. REFERENCES TO "**COMMERCIAL AGREEMENT**" IN THIS AGREEMENT INCLUDE ANY SUCH TERMS AND CONDITIONS, TO THE EXTENT YOUR USE OF THE PLATFORM IS PART OF A TRIAL LICENSE. IF NO SUCH LICENSE OR TRIAL LICENSE HAS BEEN PURCHASED OR GRANTED ON YOUR BEHALF, AND NO COMMERCIAL AGREEMENT HAS BEEN ENTERED INTO WITH RESPECT TO YOUR ACCESS AND USE OF THE PLATFORM, THEN YOU MAY YOU MAY NOT DOWNLOAD, INSTALL, ACCESS OR USE THE PLATFORM.

1. **Legal Authority.** You represent and warrant that you are at least 18 years of age and you possess the legal authority and capacity to enter into and be bound by this Agreement under any applicable law. If you do not, then you may not download, install, access or use the Platform.
2. **Modifications.** We may modify this Agreement at any time by sending you a notification, including, without limitation, within the Platform. Such modifications shall take effect within ten (10) days of such notice. Your continued access and use of the Platform after such time constitutes your acceptance of the updated Agreement.
3. **License.** During the Term (defined below) and subject to the terms of this Agreement (including, without limitation, the restrictions set forth in Section 4 below and the restrictions within the Commercial Agreement) and solely for the Institution's internal business purposes, we hereby

grant you a non-exclusive, revocable, non-perpetual, non-sublicensable, non-transferable, non-assignable limited license to install and maintain a single copy of downloadable portion of Platform we make available to you on a single device and access and use the Platform through such copy.

- 4. Restrictions.** You may not, and may not encourage any other person or entity to: (a) copy, sell, resell, lease, lend, rent, share, make available the Platform, including, over a network, or in any service bureau or managed services arrangement; (b) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive, discover or reconstruct the source code of, modify, adapt, translate, or create derivative works based upon the Platform; (c) use the Platform to develop a competing or similar product or service; (d) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or in the Platform; (e) circumvent, disable or otherwise interfere with security-related or restrictive features of or limitations in the Platform; (f) use the Platform to develop or in the development of any material which is infringing, libelous, or otherwise unlawful or tortious material, any material in violation of third-party privacy rights, or is malicious Code or software containing viruses or malware; (g) use any robot, spider, scraper, or other automated means to use or access the Platform for any purpose; (h) take any action that imposes or may impose (at our sole discretion) an unreasonable or disproportionately large load on our or our third-party service providers' infrastructure; or (g) perform or publish the results of any benchmark testing on or of the Platform, unless otherwise permitted by law, in which case you shall not do so without first providing us a copy of such results and permitting us to comment on them. For clarity, references to the Platform in this paragraph include any portion of the Platform. The restrictions in this Section 4 shall be deemed limitations on the scope of the license granted herein.
- 5. Consideration.** Any access and use of the Platform are subject to payment of fees by you, in accordance with the Commercial Agreement, as may be amended from time to time. We may suspend or terminate your access and use of the Platform in the event of any failure to pay any such amounts.
- 6. Intellectual Property Rights.** You are granted a license to use a copy of the Platform as set forth in this Agreement and not ownership of the Platform or any portion thereof. Except for the limit license granted herein, we reserve all right, title, and interest, including all intellectual property rights, in and to the Platform and tools, including any modifications, improvements, additions and/ or derived work under this agreement.
- 7. Export Laws.** Without limitation to Section 4 (*Restrictions*), you shall comply with all applicable export laws and regulations, and not, directly or indirectly, export or re-export the Platform or any portion thereof in violation of, or used for any purposes prohibited by, such laws and regulations, including without limitation, those of the United States or the State of Israel.
- 8. Account.** In order to access and use the Platform or certain features of the Platform, you may be required to create or access the Platform using an account ("**Account**"). You agree to provide

accurate and complete information, and not to impersonate any person, in connection with your Account and the creation of your Account. You agree to keep your Account credentials secure and not to share them with others. You agree that you are responsible and liable for all activity that occurs on or through your Account as if committed by you.

9. **Support and Updates.** Our services include ongoing support services via email (the "**Support**"), version upgrades, patch or software release (collectively, "**Updates**"), maintenance and adjustments to API changes on social media platforms. However, in the event we make available or prompt you to download and install any Update you shall promptly download and install such Update. You acknowledge that failure to do so may result in damages or losses to you, your property or your customers or their property (including, without limitation systems and data) or to others. Support is provided by our team via email from Sundays to Thursdays, from 09 AM to 06 PM IST in which inquiries regarding malfunctions shall be responded within an hour from receiving of such report. However, support of malfunctions that do not disable activity shall granted up to three hours upon receiving a report. A full-time, 24/7, support service can be provided to clients upon additional monthly payment and shall be determined as a part of the Commercial Agreements' terms.

10. **Commercial Agreement Terms.** The terms of Commercial Agreement, determined and executed prior to signing this agreement, shall include: (a) the installation method: (i) isolated Node cloud installation (monthly); or (ii) on consumer's site (considering conditions such as maintenance additional costs, remote access and software, infrastructures and more); (b) the installation price including system setup, characterization of work processes at the call center and their assimilation in the system; (c) management training; (d) agent training; (e) if applicable, integrations based on Our AOIs of the following CRM, switchboard systems and exterior SMS provider that shall be executed in collaboration with You and priced at a different rate, on an hourly basis; (f) if applicable, Installation on the Customer's Servers; (g) if applicable, additional 10GB storage in addition to the basic cloud storage. Services set forth in this section are based on our cloud service (AWS), which grants customer to enjoy occasional version upgrades transparently and at no additional costs; and (h) SMS channel with one virtual access number and (additional numbers shall be provided upon monthly subscription fee paid to the cellular provider ~~for a two-way SMS line that also supports MMS~~). Package shall include 100,000 SMS messages which shall be priced on the Commercial Agreement. SMS package is not included in the price of the standard package and requires renewal upon completion of the SMS messages included in the package. All three SMS numbers are considered as one channel. One SMS is calculated by 68 characters.

11. **Your Content.** To the extent you upload to the Platform or otherwise provide or make available to us any information, images, text and other content and materials ("**Your Content**"), you hereby grant us a non-exclusive, royalty-free, sublicensable, transferable and worldwide license to reproduce, modify, create derivative works based upon, display, perform (including publicly), broadcast and use Your Content in order to provide and make the Platform available to you. You represent and warrant that you own or have obtained the rights to all of the intellectual property rights subsisting in Your Content and the right to grant us the foregoing license; and your use of Your Content in connection with the Platform, and our use of Your Content in accordance with

this Agreement does not infringe or violate any intellectual property rights or other rights of any third party or any applicable law. You shall remain solely responsible and liable for Your Content and shall defend, indemnify, and hold harmless us and our affiliates from and against any claims, actions, demands, proceedings, damages, liabilities, losses, costs and expenses (including reasonable attorney's fees and litigation costs) arising out of (a) Your Content, (b) our receipt and use of Your Content in accordance with this Agreement, and (c) your breach of this Section 11.

12. **Personal Data.** We collect personal data in connection your access and use of our website, the Platform and use and process such personal data in accordance with our [privacy policy](#), available on our website, commbox.io as may be updated from time to time. To the extent permitted by applicable law, you agree to such collection and processing of personal data relating to you. Notwithstanding anything to the contrary, we may collect, derive, use and process anonymous, statistical or aggregated information regardless of the manner collected or derived, for any purpose whatsoever.
13. **Term, Suspension and Termination.** A Project commencement date shall be up to one month as of signing the Commercial Agreement. Your annual obligation to our services shall start as of the fourth month. This Agreement shall remain in effect until terminated by you or us. You may terminate this Agreement anytime by uninstalling any portion of the Platform installed on your devices, and cease to access and use the Platform. We may terminate this Agreement at any time for any reason. Without limitation to the foregoing, we may immediately temporarily or permanently limit, suspend or terminate your use of the Platform and/or deny access to your Account, in the event of (a) your breach of this Agreement, (b) any breach of the applicable Commercial Agreement, or any failure to pay amounts due in connection with your use of the Platform, or (c) if we believe that the Platform is being accessed or used, including through your or your Institution's Account or otherwise, in a manner that may cause harm to you, to us or any third party, property, or which is in violation of any law or intellectual property, privacy.
14. **Effect of Termination.** Upon termination of this Agreement, the license shall terminate and you shall cease all use and access of the Platform, and uninstall and delete all downloaded portions of the Platform. You are solely responsible for the backup of Your Content. This Section 14 and Sections 4 (*Restrictions*), 5 (*Intellectual Property Rights*), 7 (*Export Laws*), 8 (*Account*), 15 (*Disclaimer*), 16 (*Limitation of Liability*), 17 (*Assignment*), 18 (*Governing Law; Jurisdiction*), 19 (*Miscellaneous*) shall survive termination or expiration of this Agreement.
15. **DISCLAIMER.** THE PLATFORM (AND ANY MATERIALS, SERVICES OR OTHER OUTPUT PROVIDED BY US OR THROUGH OR IN CONNECTION WITH THE PLATFORM), IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, COMPATIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT MAY ARISE IN THE COURSE OF DEALING OR USAGE OF TRADE. FURTHERMORE, WE MAKE NO, AND HEREBY DISCLAIM ANY WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, BE ACCURATE, ERROR FREE, OR FREE OF VIRUSES OR HARMFUL CODE OF ANY KIND. THE DISCLAIMERS HEREIN APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT DETRACTING FROM THE GENERALITY OF THE

FOREGOING, COMMBOX AND/OR OTHER PARTIES ON ITS BEHALF ACCEPT NO LIABILITY FOR ANY DAMAGES RELATING TO THIRD-PARTY PRODUCTS OR SERVICES (SUCH AS WHATSAPP THAT HAVE NO OFFICIAL API, FACEBOOK, ETC.), INCLUDING THEIR AVAILABILITY AND THE MANNER AT WHICH THEY ARE BEING USED. ANY USE MADE BY THE CUSTOMER OF THIRD-PARTY PRODUCTS AND SERVICES, THROUGH OR IN CONNECTION WITH THE SYSTEM, WILL BE AT THE RESPONSIBILITY OF THE CUSTOMER AND SUBJECT TO THE TERMS OF USE OF THESE THIRD PARTIES.

16. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY:

- (A) WE AND OUR AFFILIATES AND OUR AND THEIR LICENSERS, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES, OR LOSS OR DAMAGE TO PROFITS, SAVINGS, BUSINESS, REPUTATION, GOODWILL, DATA;
- (B) THE TOTAL CUMULATIVE LIABILITY OF COMMBOX, OUR AFFILIATES, AND OUR AND THEIR LICENSORS IN CONNECTION WITH THIS AGREEMENT, THE PLATFORM (OR YOUR USE OR INABILITY TO USE THE PLATFORM), SHALL NOT EXCEED THE LESSER OF (i) THE FEES PAID BY YOU TO US PURSUANT TO THIS AGREEMENT DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CAUSE OF ACTION OR (ii) US\$100.00;
- (C) YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED; AND
- (D) THE EXCLUSIONS AND LIMITATION OF LIABILITY SET FORTH HEREIN SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND REGARDLESS OF (i) FORESEEABILITY OR WHETHER WE OR OUR AFFILIATES OR SUCH LICENSORS WERE WARNED OF THE POSSIBILITY OF DAMAGE OR LOSSES, (ii) HOW THE DAMAGES OR LOSSES ARE CAUSED, AND (iii) THE THEORY OF LIABILITY OR CAUSE OF ACTION (WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE). THIS SECTION 16 IS AN ESSENTIAL BASIS OF THE BARGAIN AND PART OF THIS AGREEMENT.

17. **Assignment.** You may not assign, transfer or delegate this Agreement, any portion thereof, or any rights or obligations under this Agreement, but we may do so without restriction. Any assignment or delegation, or attempted assignment or delegation, in violation of the above shall be null and void. Subject to this Section 17, this Agreement shall bind and benefit each of our successors and valid assigns.

18. **Governing Law; Jurisdiction.** This Agreement, the subject matter thereof, and all conflicts or disputes related to the foregoing, shall be governed and construed solely in accordance with the laws of the State of Israel, without giving effect to conflicts of law principles thereof. The courts of competent jurisdiction located in Tel Aviv, Israel, shall have jurisdiction in any such conflicts or disputes, and you agree to, and waive and agree never to assert all claims with respect to such venue and jurisdiction, including without limitation, of inconvenient forum (*forum nonconveniens*). Notwithstanding the above, we may, in our sole discretion apply to any court of a competent jurisdiction, no matter where such court is located, for a temporary restraining

order, preliminary injunction or interim relief, or other equitable relief, including without limitation to prevent irreparable harm.

19. **Miscellaneous.** This Agreement constitutes the entire agreement with respect to the subject matter thereof and supersedes all prior or contemporaneous oral or written agreements between you and Commbbox, except the Commercial Agreement, if you personally have entered into such agreement with us. This Agreement may not be amended other than with the written agreement of a duly authorized representative of Commbbox. No approval, consent, waiver, or other writing by either of us in connection with this Agreement shall be valid unless signed in writing by an authorized representative of such party. Unless expressly agreed otherwise, no waiver of any breach of this Agreement will be deemed a continuing waiver or effective as to any other breach, whether of the same or any other term or condition. In the event that any of these covenants or provisions is for any reason adjudged, decreed or ordered by any court of competent jurisdiction to be unenforceable in any respect, such covenants or provisions will be deemed modified to the extent necessary to render all of them enforceable and such judgment, decree or order will not affect, impair or invalidate any of the remaining covenants or provisions of this Agreement. Headings used in this Agreement are for convenience only and are not intended, and shall not be used for the purposes of interpreting or construing this Agreement. The prevailing party in any action in connection with this Agreement shall be entitled to recover, in addition to damages, its reasonable attorneys' fees and costs incurred in connection therewith.