

GENERAL TERMS AND CONDITIONS OF SERVICE FOR DEVOPS
EFFECTIVE JULY 15, 2022

1. General Terms. These General Terms and Conditions of Service for DevOps (“**General Terms**”) apply to the service order (“**Service Order**”) entered into between Customer (as identified on the Service Order) (“**Customer**”) and the member of the GlobalDots group of companies (“**Company**”) identified on such Service Order. The GlobalDots group companies are identified in Section 8(e) below. The Service Order, together with these General Terms sets forth the entire agreement and understanding between Company and Customer with respect to the purchase and sale of the Services (defined below) in accordance with such Service Order, and the same shall supersede all prior discussions and negotiations between the parties with respect thereto. In case of conflict between these General Terms and the terms of the Service Order, the terms of the Service Order shall prevail. The Service Order, together with these General Terms is referred to herein as the “**Agreement**”.

2. Purchase and Sale of Services: Company shall sell and provide to Customer and Customer shall purchase from Company the services as described in Service Order (“**Services**”).

3. Service Fees; Payments:

- a. Customer will pay all fees due for Services according to the prices and terms listed in the Service Order. All amounts payable hereunder to Company shall be exclusive (i.e. net) of all sales, use, value-added, withholding and other taxes and duties (other than Company’s income tax).
- b. All fees for Services will be invoiced on or about the first day of the month following the month in which the Services were provided. Payment shall be made by Customer to Company no later than 30 days from invoice date, at an address or to such bank account designated by Company from time to time (as indicated on the invoice). Interest shall accrue on any delinquent amounts owed by Customer to Company at a rate equal to the lesser of (i) one percent (1%) per month or (ii) the maximum legal interest rate chargeable. In addition, Customer shall bear all costs (including reasonable legal fees), incurred by Company to collect any unpaid or delinquent amounts. Unless prohibited by applicable law or regulation, all invoiced amounts not disputed in writing by Customer within thirty (30) days of invoice date shall not be subject to dispute or challenge by Customer.

4. Confidentiality; Customer Content

- a. This Agreement, including the fact of its existence and all business terms of the Service Order, and all other non-public and/or proprietary information of a party, including trade secrets and business and financial information is confidential (“**Confidential Information**”) and neither party hereto shall disclose or divulge any of the Confidential Information to third parties without the prior written consent of the other party. or use any Confidential Information of the other party other than to perform its obligation or enforce its rights hereunder. Customer Technology (defined below) shall be deemed the Confidential Information of Customer.
- b. Neither party shall use the other party’s name, logo or marks without the other party’s prior written consent except that Company and its affiliates shall be permitted to use the unaltered name, logo or mark of Customer in its client referral lists, case studies, and other promotional or sales material (including on its website or in printed materials).
- c. Company acknowledges that Customer’s technology and intellectual property (the “**Customer Technology**”) constitute valuable trade secrets of Customer, and accordingly, Company agrees not to: (a) modify, adapt, alter, translate, or create derivative works from the Customer Technology; (b) distribute, sublicense, lease, rent, loan, or otherwise transfer the Customer Technology to any third party; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Customer Technology.
- d. Customer is solely responsible for all content and applications, including any third-party content or applications, provided or made available to Company in connection with Customer’s use of the Services (“**Customer Content**”). Customer retains all right, title and interest in its Customer Content and Customer Content shall not be deemed part of any Service.

5. Disclaimer; Limitation of Liability:

- a. Company expressly disclaims all warranties, terms and conditions of any kind with respect to the delivery, installation and use of the Services by Customer, contractual, statutory or otherwise in law or equity, or from a course of dealing or usage of trade, to the fullest extent permitted by law, including any implied warranties, terms and conditions of satisfactory quality, fitness for a particular purpose.

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- b. Except for each party's liability arising out of its indemnification, payment and confidentiality obligations, and subject to subsection (d) below, each party's liability for all claims arising hereunder, whether in contract, tort, negligence or otherwise, shall not exceed the aggregate amount of fees paid or payable by Customer to Company under the Service Order during the twelve (12) months preceding the claim.
- c. In no event shall either party be liable for any (i) loss or corruption of data, (ii) loss of profits, (iii) loss of sales, (iv) loss of or damage to business, (v) loss of customers, (vi) business interruption, (vii) replacement services or (viii) any special, incidental, consequential punitive or indirect loss, however caused and regardless of theory of liability and whether in contract, tort, negligence or otherwise, even if such party has been advised of the possibility of such damages.

THE FOREGOING WILL NOT BE CONSTRUED TO LIMIT COMPANY'S RIGHT TO RECEIVE FEES PAYABLE UNDER THE SERVICE ORDER DURING THE FULL TERM THEREOF, EVEN TO THE EXTENT SUCH PAYMENTS INCLUDE AN ELEMENT OF PROFITS TO COMPANY.

- d. None of the exclusions and limitations in this section 5 shall apply in respect of (i) liability in negligence causing personal injury or death; (ii) liability for fraudulent misrepresentation; or (iii) any other liability which cannot by law be excluded or limited.

6. Term and Termination:

- a. The initial term of the Service Order shall be as indicated on the Service Order.
- b. In the event that Company terminates the Service Order in accordance with subsection (c) below, or pursuant to the exercise of any other legal remedy or right, Customer shall remain liable for the fees that would have become due for the remainder of the Term (including the renewal thereof, if renewed or deemed renewed), in addition to all fees outstanding at the date of termination.
- c. Either party may terminate the Service Order at any time if (i) a receiver is appointed for the other party or its property, (ii) the other party makes an assignment of all or substantially all of its assets for the benefit of its creditors, (iii) proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law and

not dismissed within 60 days, (iv) the other party liquidates or dissolves or attempts to do so, or (v) the other party commits any other breach of a material obligation hereunder which it fails to cure within 30 days of written notice, or ten days for monetary default, or immediately if it is by its nature incurable.

- d. Should Customer fail to pay any fees or other amounts due hereunder as and when due and if Customer fails to make such payment within five (5) days of delivery of written notice by Company (which may be by email), in addition to any other remedies Company may have hereunder or in law or at equity, Company will be entitled to suspend the Services until such payment is made.

7. Company Personnel.

- a. Customer acknowledges that the employees, contractors and other staff engaged by Company and/or its affiliates to provide and/or support the Services ("Company Staff") are a valuable resource of Company which it has recruited and trained at considerable expense and effort. Accordingly, Customer agrees that during the term of the Service Order and for a period of (12) months thereafter it shall not solicit, induce, hire, employ or otherwise engage or seek to engage or employ (directly or via any of its affiliates) any Company Staff as an employee, consultant or in any other capacity.
- b. In the event that Customer breaches the provisions of subsection (a) above and hires, employs or otherwise engages any Company Staff during the term of the Service Order or within twelve (12) months thereafter, Customer shall pay to Company as liquidated damages an amount equal to 6x the monthly amount paid by Customer to Company for the Company Staff member so engaged, plus V.A.T., as applicable. The Parties hereto acknowledge that the foregoing is not a penalty but rather Company's damages or losses due to breach by Customer of subsection (a) above would be impossible or impracticable to determine and accordingly the amount set forth above is a fair and reasonable in light of the circumstances.
- c. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach or threatened breach of the provisions of this Section 7, and that Company may in its sole discretion, in addition to any other available remedies, apply to any court of law or equity of competent jurisdiction for and be entitled

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to specific performance and/or injunctive relief in order to enforce or prevent any violations of the provisions of this Section 7.

8. Miscellaneous:

- a. Customer shall not sell, assign or otherwise transfer or dispose of its rights and obligations under this Agreement without the prior written consent of Company.
- b. Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties.
- c. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given for all purposes (a) when received or five (5) days after it is dispatched by recognized express courier service; or (b) upon the manual delivery thereof, to the respective addressee, or to such other address of which notice as aforesaid is actually received.
- d. Should either party initiate legal proceedings against the other regarding any matter connected with this Agreement or arising there from, such proceedings shall be initiated only and exclusively before the courts of competent jurisdiction as set forth in the table below, and shall be governed by the procedural and substantive laws of such jurisdiction; provided, however, Company shall have the right to bring a claim against Customer for amounts owing hereunder in any jurisdiction in which Customer operates or has a place of business and the laws of such jurisdiction shall be applied.

- e. The parties agree that, to the extent permitted by law, the United Nations Convention on the International Sale of Goods, or similar consumer protection legislation worldwide, does not apply in any respect to this Agreement.
- f. Neither party to this Agreement shall be held responsible for the performance of any obligations under this Agreement if such performance is hindered or prevented by any circumstances of force majeure, provided, however the foregoing shall not excuse Customer from the payment of all amounts owing hereunder as and when due.
- g. Sections 3, 4, 5 and 7, of these General Terms shall survive the expiration or termination hereof.

GLOBALDOTS GROUP COMPANY	GOVERNING LAW; VENUE
GlobalDots International Ltd.	Cyprus, Nicosia
GlobalDots I.L. Ltd.	Israel, Tel Aviv
GlobalDots US, Inc.	New York (United States), New York
GlobalDots DE GmbH	Germany, Berlin
GlobalDots Russia, LLC	Russia, Moscow
GlobalDots GK (Japan)	Japan, Tokyo
GlobalDots UK Ltd.	England, London