CORALOGIX SERVICE AGREEMENT CONTRACT

Updated June 1st 2019

These Coralogix Terms & Conditions ("Terms") and the Purchase Order (collectively, the "Agreement") govern the use by the entity set forth in the attached Purchase Order ("Customer") of Coralogix's service for handling big data, reducing issue resolution time, improving customer satisfaction and decreasing maintenance costs (collectively, the "Service").

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY CLICKING THE "I ACCEPT" BUTTON LOCATED AT THE BOTTOM OF THIS PAGE YOU ARE INDICATING THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO ANY OF THESE TERMS OR ARE NOT AUTHORIZED TO BIND THE ENTITY ON BEHALF OF WHICH YOU ARE ACTING, PLEASE DO NOT ACCESS OR USE THE SERVICE. WITHOUT LIMITING THE FOREGOING, ACCESSING OR USING ANY PORTION OF THE SERVICE INDICATES THAT YOU ACCEPT THESE TERMS AND REPRESENT THAT YOU ARE AUTHORIZED TO BIND SUCH LEGAL ENTITY.

We reserve the right to update these Terms and such update shall come into effect 30 days from the date the notice was posted on the website. We encourage you to read these Terms carefully and use it to make informed decisions. Coralogix privacy policy as well as any additional terms provided by Coralogix together with these Terms govern your use and access to the Service.

Service. Subject to these Terms, Coralogix hereby grants Customer the non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Service. Customer’s access and use of the Service is restricted solely to Customer.

Hosting and Availability. The Service will be hosted by AWS Ireland’s hosting services ("Hosting Provider"), and the availability of the Service shall be contingent upon Hosting Provider's uptime. By using the Service, Customer agrees to be bound by Hosting Provider’s terms and conditions pertaining to its hosting services. Coralogix shall notify Customer in writing if, and when, Coralogix engages a new hosting provider under this Agreement.

Intellectual Property Rights & Restrictions. All intellectual property rights in the Service and any part thereof, including any and all derivatives, changes and improvements thereof (the “Coralogix Technology”) lie exclusively with Coralogix. Customer shall not, and shall not let any third party; (i) attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Coralogix Technology or any part thereof for any purpose; (ii) represent that it possesses any proprietary interest in the Coralogix Technology or any part thereof; (iii) directly or indirectly, take any action to contest Coralogix’s intellectual property rights in the Coralogix Technology or infringe them in any way; or (iv) except as specifically permitted hereunder, use the name, trademarks, trade-names, and logos of Coralogix.
Feedback. Customer hereby acknowledges that it is not obligated to provide Coralogix feedback, suggestions, requests for enhancements, recommendations or corrections with respect to the Service under this Agreement (“Feedback’). However, if Customer does provide Coralogix with Feedback, Customer hereby grants Coralogix a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate the Feedback into the Service.

Content. By using the Service, Customer agrees to and hereby grants and represents and warrants that it has the right to grant Coralogix a royalty-free, fully paid up, worldwide, limited and revocable license to use any content delivered to Coralogix by Customer through the Service (the “Content”) in connection with the operation and provision of the Service. Under no circumstances whatsoever will Coralogix be liable in any way for any Content and any use thereof in any way, including, without limitation, for any errors or omissions, or for any infringement of third party’s rights, loss or damage of any kind incurred as a result of the use or display of any Content transmitted, uploaded or otherwise made available in connection with the Service.

Customer’s Warranties. Customer hereby warrants, represents and covenants that: (i) the Content does not infringe upon any third party’s rights, including but not limited to intellectual property rights, privacy rights and publicity rights; (ii) Customer has fully complied with any third-party licenses, permits and authorizations required in connection with the Content; (iii) the Content does not contain any viruses, worms, Trojan horses or other harmful or destructive code; (iv) the Customer shall not install any hidden components or bundle any additional software; (v) the Customer will comply with all applicable laws, in its performance of this Agreement, including all applicable privacy laws and regulations; and (vi) the Content and the products offered by Customer are not offensive, obscene or libelous, do not include any offensive material, do not offer or contain gambling products, counterfeit goods, firearms, sexually explicit content, illegal products and does not violate the right of privacy or publicity of any end user or other third party.

Coralogix hereby warrants, represents that, to its knowledge: (i) the Service does not infringe upon any third party’s intellectual property rights; (ii) Coralogix has complied with any third-party licenses, permits, and authorizations required in connection with the Service; (iii) the Service does not contain any viruses, worms, Trojan horses, or other harmful or destructive code; and (iv) it complies with all applicable laws in its performance of this Agreement.

Support. During the Term of this Agreement, Coralogix will provide support chat, which shall be available at least 18 hours a day, 7 days a week.

Consideration. The Customer shall pay Coralogix a non-refundable annual or monthly fee in accordance with the terms of the relevant Purchase Order (the “Fee”). Unless specified otherwise in the Purchase Order, Customer shall pay the Fee and any and all amounts due under the Purchase Order within 30 days of the date of invoice. All amounts payable under this Agreement are exclusive of any taxes (including, without limitations, sales tax, VAT, and similar taxes to the extent applicable). Except as expressly provided in this Agreement, each party shall bear its own costs and expenses incurred in performance of this Agreement. All payment shall be made in USD.

Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS AGREEMENT, CORALOGIX PROVIDES THE SERVICE ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR
PURPOSE OR ACCURACY. CORALOGIX DOES NOT WARRANT THAT THE SERVICE WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION.

Each party acknowledges that it may have access to certain confidential information of the other party (“Confidential Information”). Confidential Information will include all information in any form that under the circumstances of its disclosure, should reasonably be considered confidential, including but not limited to trade secrets. Each party agrees that it will not use Confidential Information of the other party in any way, except as expressly required for the purposes of this Agreement, nor will it disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors as reasonably necessary on a need to know basis) any of the other party’s Confidential Information and it will take reasonable precautions to protect the confidentiality of such information.

Indemnification

Customer shall defend, indemnify and hold harmless Coralogix from and against any claims, damages, costs, liabilities and expenses (including reasonable attorneys’ fees) (“Loss”) arising out of or related to Customer’s breach of its obligations under this Agreement.

Limitation of Liability. CORALOGIX’S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO CORALOGIX DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL CORALOGIX BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT CORALOGIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Term and Termination. This Agreement shall commence on the Effective Date and shall remain in effect for such term as specified in the Purchase Order (the “Term”). Either party may terminate this Agreement by giving the other party no less than 30 days prior written notice before the expiry of the applicable Initial Term or Renewal Term, such termination shall come into effect upon the expiry of such Initial Term or Renewal Term. Either party may terminate this Agreement by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven days after being given written notice thereof; (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Upon termination or expiration of this Agreement for any reason whatsoever, Customer will immediately cease use of the Service and each party shall return to the other party all of the other party’s Confidential Information then in its possession. Sections 3, 4, 11, 12, 13, 14, 15, 17 and 18 shall survive any expiration or termination of this Agreement.

Publicity. Coralogix may issue a press release, case study, or general marketing communications concerning its involvement with Customer, including mentioning Customer as a client on its website.
Customer agrees to provide a reasonable level of cooperation and assistance in connection with
development and publication of a case study related to Customer’s use of the Service.

Governing law; Jurisdiction. This Agreement is governed by and construed exclusively in accordance with
the laws of the State of Israel, without regard to the principles of conflict of laws. Any and all disputes
and controversies arising out of or in connection with the Agreement shall be brought exclusively before
the courts in Tel Aviv.

Neither party may transfer or assign its rights or obligations under this Agreement without the prior
written consent of the other party, except for in the case of a merger, reorganization, or acquisition of
substantially all assets of the applicable party. Any purported assignment contrary to this section shall
be void. This Agreement constitutes the entire agreement between the parties and supersedes any
previous agreements or representations, either oral or written with respect to the subject matter of this
Agreement. All amendments may be made only in writing. All notices shall be in writing and delivered
either personally, or by registered mail or courier, to the address and contact of the parties or by email,
as set forth in the Purchase Order. Any such notice shall be deemed given five business days after being
placed in the mail, or one business day after personal delivery or email. Any failure by a party to insist
upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any
rights or remedies under this Agreement or otherwise by law will not be construed as a waiver of such
right.