

MARKETPLACE GENERAL TERMS & CONDITIONS

By placing an order for purchase herein from E&M computing Ltd. ("**E&M Computing**"), you ("**Customer**") confirm your acceptance and undertakes, as a material term for using the applicable Products, to meet the following terms and conditions ("**Terms and Conditions**"):

1. The Products. The use the products referred to herein, or any part thereof or any related data and documentation ("**Products**") is subject, in addition to the Terms and Conditions herein, to (i) the respective Product's licensor's ("**Licensor**") applicable end user license agreement or terms of use and any applicable documentation, as updated from time to time, of any kind and respect, including with respect to licensing, related services and any related rights and obligations, a current version of which is located at the at the address set forth herein: <https://controlmonkey.io/terms-and-conditions/> ("**Products Terms**"); and (ii) AWS's standard marketplace contract (the "**AWSMC**"). In the event of conflicts or inconsistency between the Terms and Conditions, the Products Terms and the AWSMC, precedence in the following order shall apply, unless provided otherwise herein (listed in order of priority): (i) Products Terms; (ii) AWSMC; (iii) Terms and Conditions. All Products' Intellectual property rights, usage rights, trademarks, patents or any other rights belong to Licensor or other third party. Accepting the right to use the Products constitutes an obligation not to copy, reproduce, distribute, sell, license, publicly display, execute, publish, modify, reverse engineer, create derivatives or create any product or material, using the Products, without the advance, express written consent of E&M Computing / Licensor and as specified in such consent and not to allow any third party to act as detailed above. For the avoidance of doubt, it is clarified that clear that E&M Computing's grant of license to use the Products to Customer, is not to infringe or derogate from any of Licensor's rights. Any breach of this Section 1 will constitute a material breach of the applicable Product's Products Terms.

2. License to Use. Subject to Products Terms, these Terms and Conditions and in consideration of the full and timely payment of applicable fees ("**License Fees**"), as applicable, E&M Computing will provide the Customer with a non-exclusive, nonunique, non- transferable / assignable /sublicensable right to use the Products for Customer's self-use for its internal business, all subject to and in accordance with Products Terms.

3. Limitation of Liability. Notwithstanding anything to the contrary, to the extent permitted by law, in no event shall Licensor / E&M Computing be liable for any damages caused to the Customer and/or any third party in connection with the Products, including loss of income, expected profit, data loss, loss of computer time, and any incidental, special, indirect or consequential and/or circumstantial damage, of any kind or nature, even if it has been advised of the possibility of such damages. furthermore, except as required by law, licensor and/or E&M Computing will not be liable towards customer and/or any third party for any event beyond their control, including the unavailability of a site or as a result of hacking, unauthorized access and/or hostilities, including any damage, malfunction, deletion, loss of information of any kind, loss of profit, damaged reputation, cost of procurement of substitute goods, technology or services, loss or corruption of data or interruption of use. Customer hereby waved any claim or demand against Licensor / E&M Computing in this regard. In respect of open-source components, their applicable licenses shall apply. Without derogating from the above, if for any

reason Licensor / E&M Computing will be held liable for any liability in connection with the Products, their liability shall be limited to financial remedies not exceeding a total and cumulative sum equal to the annual License Fees, for the 6 (six) months preceding the event giving rise to such liability, for all financial remedies the Customer may be entitled to and for any and for all damages, jointly and severally, if any, and for any and all events to any extent and for any reason. It is hereby expressly clarified that, with the exception of the foregoing, Licensor and/or E&M Computing shall not be liable for any damages other as stated herein.

4. General. (i) Without prejudice to any other available right or remedy under applicable law, in case of a material breach by Customer of the Products Terms, these Terms and Conditions or the AWSMC, as applicable, E&M Computing may withhold or terminate and declare the expiration of Customer's right to use the Products. (ii) It is hereby clarified and agreed that any right, exemption, relief, waiver, benefit, discount, limitation of liability or permit, which hat applies to Licensor according to its Products Terms, applies to E&M Computing as well. (iii) These Terms and Conditions shall be governed by the laws of the State of Israel and any dispute arising out of or in connection with this Agreement is hereby submitted to the sole and exclusive jurisdiction of the competent courts in Tel Aviv, Israel.