TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ("**TERMS**") GOVERN THE SUBSCRIPTION, ACCESS AND USE OF THE DELPHI SOLUTION AND SERVICES (AS SUCH ARE DEFINED BELOW). THIS IS A LEGAL AGREEMENT BETWEEN (A) YOU (REFERRED TO HEREIN AS "**CUSTOMER**", "**YOU**" OR "**YOUR**") AND (B) DELPHI IO INC. OR DELPHI IO LTD, AS DESCRIBED IN THE ORDER FORM (AS SUCH TERM DEFINED BELOW) (EACH RESPECTIVELY "**DELPHI**" OR "**COMPANY**"). PLEASE READ CAREFULLY THESE TERMS BEFORE REGISTERING, ALLOW ACCESS TO, OR OTHERWISE USE THE SOLUTION AND/OR THE SERVICES PROVIDED TO YOU BY DELPHI. THESE TERMS GOVERN YOUR USE OF THE SOLUTION AND/OR SERVICES HOWEVER THEY WERE ACQUIRED, INCLUDING WITHOUT LIMITATION DIRECTLY VIA DELPHI'S WEBSITE, OR BY AN ORDER FORM. BY REGISTERING, ALLOWING ACCESS TO, OR OTHERWISE USING THE SOLUTION AND/OR THE SERVICES PROVIDED TO YOU BY DELPHI, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THESE TERMS AND REPRESENTING THAT YOU HAVE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO AND PERFORM HEREUNDER. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT REGISTER, ALLOW ACCESS TO, OR OTHERWISE USE THE SOLUTION AND/OR THE SERVICES**.** FURTHERMORE, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. BOTH DELPHI AND THE CUSTOMER MAY INDIVIDUALLY BE REFERRED AS A "**PARTY**" OR COLLECTIVELY AS "**PARTIES**".

WHEREAS Company is developing and owns or obtained the required license to all rights and title to its proprietary modern data modeling and transformation management software ("**Solution**")**; and**

WHEREAS the Customer desires to obtain from Company a subscription to the Solution and additional related services, all as set out in the applicable Order Form and in these Terms, upon the terms and subject to the conditions as set forth therein.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

1. <u>**The Services**</u>.

1.1   Subject to the Customer's compliance with its obligations under these Terms and the applicable Order Form, the Company will provide the Customer with access to its Solution and related services (the Solution together with the related Services "**Services**") in the scope and capacity and for the Subscription Period set forth in a mutually executed order form in the form provided by or otherwise acceptable to the Company (the "**Order Form**"), and in accordance with the terms contained herein.

1.2   To the extent the Parties desire to change, modify or add additional services not otherwise described in the applicable Order Form ("**Additional Services**"), the Parties will execute an additional Order Form describing such Additional Services, including without limitation the period, scope, capacity, and additional terms pertaining thereof. Each Order Form shall be consecutively numbered to facilitate identification, and when executed, and unless otherwise stated, shall incorporate all the terms and conditions of these Terms. In the event of any conflict between these Terms and of any Order Form, the terms and conditions of the Order Form shall govern.

1.3   Customer confirms and acknowledges that Company may utilize third-party software components in the Services including without limitation components licensed under free or open-source licenses and that such third-party components are being used with Customer's consent and that use of such third-party components may be subject to separate terms, licenses, and notices, as applicable. Without derogating from Company's limited warranty

provided in Section 13 below, such third-party components are utilized on an "AS IS" basis without any warranty whatsoever.

1.4   Company may continuously update its Services with new capabilities or offerings or replace and/or discontinue some of the capabilities. Customer acknowledge and agree that some of the features and capabilities may be experimental and/or offered in limited versions or limited locations. In addition, Company may at any time, in its sole discretion add or remove supported features and/or capabilities from the Solution. The Customer's sole remedy in the event of such changes shall be, where such changes reflect a material decrease in functionality, to terminate any affected subscription to the Solution. In such event, Customer is required to provide Company with written notice of such termination not later than within fourteen (14) days of being notified of such adverse change and Company shall provide Customer with a refund for the pre-paid un-used subscription fees.

2.   Registration And User Account

2.1   In order to use the Solution, the Customer must register and open an account (the "**Customer Account**") as made available and directed by Company.

2.2   The Solution shall be used solely by employees and contractors of Customers ("**End Users**"). Customer shall cause all End Users to comply with Customer's obligations under these Terms. Customer may allow such number of End Users as designated in the Order Form to use or access the Solution under the Customer Account. Each End User will first be required to register to the Solution and open an End User account ("**End User Account**"). The term "Account" will refer to the Customer Account and/or the End User Account, as the case may be.

The Customer is responsible for maintaining the confidentiality of the login credentials (e-mail and password or any other access method implemented by the Company) of its and its End Users Account and for all activities that occur under such Account. The Company reserves the right to temporarily suspend any Account if it determines that Customer, or any End User, or anyone on their behalf is not complying with the terms herein.

3.   Term.

3.1   These Terms shall come into force and effect on the Effective Date set forth in an applicable Order Form and will continue for the term set forth in such Order Form (the "**Initial Service Term**"). Except if explicitly stated otherwise in the Order Form, upon the lapse of the Initial Service Term, these Terms shall be automatically renewed for an additional subsequent period(s) each of which will be equal to the Initial Service Term (each "**Renewal Term**"), unless either Party notifies in writing the other Party of its intent not to renew at least fourteen (14) calendar days prior to the end of the Initial Service Term or the applicable Renewal Term. (the Initial Service Term, and any Renewal Term – the "**Service Term**").

4.   Fees. In consideration for the Services provided hereunder Customer shall pay Company the Fees set forth in the Order Form ("**Fees**"). Unless explicitly agreed otherwise between the Parties, all payments shall be made within 30 days of the date on the Company-issued invoice, shall be non-refundable, and shall be made in US Dollars and performed by wire transfer in accordance with the details provided by Company. All Fees are exclusive of any applicable taxes, including without limitation Value Added Tax (VAT).

5.   Termination and Effect of Termination.

5.1   Either Party may terminate these Terms and any outstanding Order Form if the other Party materially breaches these Terms, upon provision of written notice to the breaching Party, provided that the breaching Party has failed to cure such breach within seven (7) days

following its receipt of such notice. Notwithstanding the foregoing, the Company may terminate these Terms immediately upon Customer's breach of sections 4, 7, 9 and 12, of these Terms and the Customer may terminate these Terms immediately upon Company's breach of section 7 of these Terms.

5.2   Either Party may terminate these Terms in its entirety if the other Party (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property, or if any such receiver or trustee is appointed and not discharged within thirty (30) days after the date of such appointment.

5.3   Upon expiration or termination of these Terms and/or any applicable Order Form, (i) all rights and licenses granted hereunder, shall cease and expire; (ii) each Party will purge all of the Confidential Information of the other Party and confirm in writing to the other Party it has done so; and (iii) in the event that Customer terminates these Terms in accordance with section 5.1, Company will refund to Customer the pro-rated portion of the pre-paid unused Fees. Sections 4, 5, 7, 10, 12, 13, 14, and 15 of these Terms will survive any expiration or termination of these Terms.

6.   Representations and Warranties

6.1   Both parties hereby represent and warrant that: (i) in performing its obligations and exercising its rights under these Terms, it will comply (and shall require all its personnel to comply) with all applicable Laws; (ii) it is duly organized, validly existing and in good standing under the Laws of the state of its domicile; (iii) it has power and authority to enter into and to perform the obligations under these Terms; and (iv) the performance of its obligations hereunder does not violate or constitute a breach of any agreement to which it is a party or otherwise bound;

6.2   Customer acknowledges and agrees that: (i) Company does not monitor communications or data transmitted through the Services and that Company shall not be responsible for the content of any such communications or transmissions, including without limitation the Customer's Data; (ii) any information and data provided thereunder cannot be assumed by nature to be accurate or error-free and is provided on an AS IS basis with all faults.

7.   **Confidentiality**. Either party ("**Disclosing Party**") may disclose or make available to the other party ("**Receiving Party**") certain information regarding its technology, operations, and business ("**Confidential Information**"). Receiving Party agrees to use no less than reasonable measures to protect the confidentiality and not disclose the Confidential Information to any third party or use any Confidential Information except as required to provide or use the Services in the scope of the parties' engagement hereunder. Confidential Information shall not include information that Receiving Party can show by written evidence (a) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information, (b) was received by Receiving Party from any third party without restrictions, (c) is publicly and generally available, free of confidentiality restrictions. Receiving Party shall not be prevented from disclosing Confidential Information pursuant to a binding court order or similar binding legal requirement for disclosure, provided that, unless otherwise prohibited by applicable law, Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperates in order to minimize such requirement. The Receiving Party shall restrict disclosure of Confidential Information to those of its employees with a reasonable need to know such information and who are bound by written confidentiality obligations no less restrictive than those set out herein. The Receiving

Party shall in any event remain liable for any actions or omissions performed by its employees and service providers as if performed by Receiving Party. As between the Parties, the Receiving Party shall remain the sole and exclusive owner of its Confidential Information. Upon termination or expiration of these Terms for any reason, the Receiving Party shall purge any and all Confidential Information of the Disclosing Party in its possession.

8.   Customer Data

8.1   In the scope of the provision of the Services, certain data pertaining to the Customer ("**Customer Data**"), may be collected, processed, and analyzed by Company and/or its respective service providers. Except as explicitly stated herein, Customer retains all rights, title, and interest to the Customer Data.

8.2   Customer hereby grants Company a non-exclusive, non-assignable, non-transferable license during the Service Term, to use such Customer Data and any other data and information made available through the Services solely for the purpose of providing Customer with the Services contemplated hereunder. Customer hereby warrants and represents that Customer has and will at all times during the Service Term maintain all permissions and consents required to provide Customer Data to Company for Company's use in accordance herewith. For the avoidance of doubt, Customer hereby consents and acknowledges that no Personal Data is intended to be shared between the Parties as part and in connection with the performance of the Services hereunder. Without derogating from the generality of the above, the Parties undertake to comply with the applicable data protection laws.

8.3   Notwithstanding anything to the contrary stated herein: (i) Customer hereby grants the Company a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to use Customer Data that has been anonymized, de identified, and aggregated and that cannot be used to identify or otherwise understood to be related to Customer, for the purpose of internal research or otherwise improving or enhancing the Services (or any part thereof); and (ii) Company shall be the sole and exclusive owner of any metadata and technical data collected by Company during and as part of the provision of the Services to Customer.

9.   License.

9.1   Subject to these Terms and Customer's ongoing compliance herewith, Company hereby grants to Customer a limited, worldwide, non-exclusive, revocable, non-transferable, non-sublicensable license during the Service Term to access and use and to allow its personnel to access and use the Solution and the information and data provided hereunder, as enabled by Company, solely for Customer's internal purposes.

10.   Intellectual Property

10.1   Company owns and shall retain all rights, including without limitation any intellectual property rights, title, and interest in and to the Solution, Services or any part thereof, including without limitation any know-how, technology, design, code, look-and-feel, software, processes, and methodologies related thereto, and any developments, Feedback (as defined below), derivatives, enhancements, emulations, improvements, modifications, updates and upgrades thereof.

10.2   Nothing herein is intended to confer on any Party rights other than the rights expressly set forth in these Terms. No joint development work nor joint intellectual property is contemplated to be generated by the Parties hereunder.

11.   Feedback. Customer shall, in good faith, provide the Company with suggestions,

comments, specifications, requirements, bug reports, usability, compliments, complaints and/or any other feedback relating to the Solution and/or the Service ("**Feedback**"). Any Feedback is deemed at its incipiency the sole and exclusive property of Company and to the extent necessary and/or advisable, Customer hereby irrevocably assigns to Company all of its rights, title, and interest in and to all Feedback, and waives any rights including moral rights to it (or anyone on its behalf) may have in such Feedback.

12. <u>Restrictions</u>.

12.1 Customer may not, nor allow any third party to (i) allow any unauthorized person or entity ti use the Solution and/or the Services (ii) rent, sell, lease, license, provide a service with, transfer, allow access or otherwise use of the Solution, any information and data provided thereunder, or any part of the aforementioned, in violation of these Terms or in any unlawful manner or purpose, or for the benefit or service of any third party; (iii) modify, copy, create derivatives, reverse assemble, decompile, reverse engineer, disassemble or make derivatives of all or any part of the Solution and/or the Services, or otherwise attempt to reveal the source code or interface protocols of the Services or any part thereof ; (iv) use the Solution and/or the Services, or any other information provided under these Terms for benchmarking or testing or developing any competing products or services; (v) transmit or otherwise make available in connection with use of the Solution and/or the Service any malware or any other computer code, file, or program that may or is intended to damage or hijack the operation of the Services and/or the Company; (vi) interfere with or disrupt the operation of the Solution and/or the Services, or the servers or networks that host them or make the Solution and/or the Services available; or (vi) bypass any measures which are used to prevent, control or restrict access to the Solution and/or the Services and/or certain functionalities therein.

12.2 If Company has reasonable grounds to believe that Customer or any third party on its behalf, is using the Solution and/or the Services in violation of these Terms, Company may suspend or terminate the access to the Solution and or the provision of the Services immediately upon notice to Customer, in addition to all other rights and remedies available to Company in law and equity in connection with such misuse. For the avoidance of doubt, any act or omission by a Customer's contractor, agent, representative, or service provider that would have constituted a breach of any term or condition of these Terms were it conducted by Customer, shall be deemed a breach of these Terms by Customer.

13. <u>No Warranty; Limited Liability.</u>

13.1 CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE SOLUTION AND THE SERVICES ARE STILL UNDER DEVELOPMENT, ARE NOT FULLY OPERATIONAL AND ARE BEING USED HEREUNDER ONLY FOR EVALUATION PURPOSES. EXCEPT AS OTHERWISE SET FORTH IN THESE TERMS, THE SOLUTION, SERVICES, AND THE ANY INFORMATION AND DATA PROVIDED THEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND ERRORS, WITHOUT ANY WARRANTIES OF ANY KIND. COMPANY EXPLICITLY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE SOLUTION, SERVICES, AND/OR ANY INFORMATION AND DATA PROVIDED THEREUNDER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPATIBILITY, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY DISCLAIMS ANY LIABILITY IN CONNECTION WITH ANY INFORMATION AND DATA PROVIDED THROUGH AND ION CONNECTION WITH THE USE OF THE SOLUTION AND/OR FAILURE TO PROVIDE SUCH, ANY LOSS OR HARM CAUSED IN

CONNECTION WITH OR RESULTING FROM THE PARTICIANT'S EVALUATION OR USE OF THE SOLUTION, SERVICES, OR SUCH PROVIDED INFORMATION AND DATA.

13.2   EXCEPT WITH RESPECT TO LIABILITY RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY, USE RESTRICTIONS, AND PAYMENT OBLIGATIONS, IN NO EVENT WILL COMPANY HAVE ANY LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS, THE SOLUTION, SERVICES OR AND INFORMATION AND DATA MADE AVAILABLE IN CONNECTION THEREWITH (OR ANY PART THEREOF) (WHETHER IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE) AND/OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR LOSS RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT DEROGATING FROM THE FOREGOING, IN NO EVENT SHALL THE COMPANY'S LIABILITY ARISING FROM OR IN CONNECTION WITH THESE TERMS EXCEED THE TOTAL SUMS PAID BY THE CUSTOMER TO THE COMPANY IN A PERIOD OF 12 MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

14.   **Publicity**. Except if otherwise agreed between the Parties in writing, Customer hereby agrees that Company may publicly refer to Customer and identify Customer as Company's business partner, in sales presentations, marketing materials and press releases, and on Company's website.

15.   Miscellaneous. Company may change these Terms from time to time, at its sole discretion and without any notice. We will notify you regarding substantial changes to these Terms on the website homepage or on the Services or we will send the Customer notifications regarding such changes to the e-mail address made available to us. Such substantial changes will take effect seven (7) days after such notice was provided on our website or sent via email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. These Terms and any related Order Form shall be governed by and construed in accordance with : (i) when the contracting entity (as stated in the Order Form) is Delphi IO, Inc., the laws of the state of California, without regard to conflict of law provisions, and the Courts located in San Jose, Santa Clara District, California, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with These Terms and any applicable Order Form; or (ii) when the contracting entity (as stated in the Order Form) is Delphi IO, Ltd., the laws of Israel without regard to the conflicts of law's provisions, and the Courts located in Tel-Aviv-Jaffa, Israel, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with These Terms and any applicable Order Form. Customer may not assign its rights and obligations hereunder to any third party. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The waiver by either party of any default or breach of these Terms shall not constitute a waiver of any other or subsequent default or breach. No agency, employment, partnership, joint venture, or other joint relationship is created hereby. The Customer agrees that any breach of these Terms would cause Company irreparable harm which monetary damages will be insufficient to remedy; accordingly, Company, in addition to any other remedies available at law, shall be entitled to specific performance, injunctive relief or other remedies it may have at law. All notices and other communications required or desired to be communicated by one party to the other shall be in writing and shall be deemed delivered immediately when sent by email or delivered by hand or five (5) days after mailing

by registered mail to the respective addresses set forth at the head of these Terms. If there are any inconsistencies or conflicts between these Terms and an Order Form, the inconsistent or conflicting terms of the Order Form shall govern.

[*End of Terms*]