

Terms of Use and Agreement

Definitions

The " Company "	MEMOLIGHT LTD company no. 516369576 including its employees.
The " Services "	The Company offers the following services: migration services, management and construction of complex cloud platforms via one of the cloud providers: AWS, azure, GCP (the " Cloud Service Provider "); including, <i>inter alia</i> , characterization and construction of complete workspaces according to the client's needs; 24/7 monitoring and control of the cloud platform; providing assistance and troubleshooting for the cloud platform; a secure connection between the office/local work environment and the cloud platform; server management; hosting and storing servers; and all according to the client's order.
The " Client "	Anyone who orders the Services from the Company, including their employees and/or any person on their behalf and/or in their place under law, as well as Associated Companies as this term is defined in the Securities Law, 5728-1968.

Introduction

Whereas	the Company provides the Services, and its address is at 7 Menachem Begin, Beit Gibor Sport, Ramat Gan 52521; and
Whereas	the Client contacted the Company to receive from the Company – for its exclusive use – the Services selected by the Client; and
Whereas	the Client undertakes that the Services provided to the Client shall serve legal activities and purposes only; and
Whereas	the Client and the Company wish to determine the terms of their engagement under the terms detailed in this Agreement, and the provision of the Services is contingent upon the Client's consent to the provisions herein; and
Whereas	confirmation of this Agreement reflects the consent, declaration, and undertaking of the Client to act pursuant to the terms and provisions of this Agreement.

Therefore, the parties declare, agree, and stipulate as follows:

General provisions

1. The introduction to this Agreement and its appendices, if such have been entered into or will be entered into by the parties, constitute an inseparable part thereof.
2. This Agreement shall go into effect on the day on which the Client ordered the Services from the Company. The term of this Agreement and the provision of the Services to the Client by the Company and/or the terms of payment of the Client are determined in accordance with the Services that the Client purchased and/or another specified term agreed on in writing, if the parties so agreed, and/or during any period in which the Client receives Services and/or related services from the Company.

The Company's undertakings

3. The Service will be provided to the Client online or via the phone. For the removal of any doubt, the Service does not include any other type of support of the Client's site other than through the phone or online.
4. The Company will provide the Client who purchased the Services with professional assistance during the activity hours of its call center and will do its best to provide the Client with a fast response and address its inquiries, while continuously acting to prevent problems and malfunctions of the Services.
5. In cases that require additional time to resolve, the Client will receive notice within the standard time for addressing the issue, which will state the estimated time of resolution of the problem/further resolution.
6. The Company's call center is available for the Clients 24/7 (excluding *Yom Kipur*).
7. The Company operates under the highest standards to provide professional response to the Client's inquiries received at the call center, in the timeframe listed in the service package purchased by the Client. In case of any deviation from the aforesaid, including any failure to provide the Services, the Client will be entitled to compensation from the Company, which will be granted by way of credit, as detailed below:
 - 7.1. Failure in the provision of the Services of over 1 hour and less than 7 hours – the Client will be credited for 25% of the monthly fee.
 - 7.2. Failure in the provision of the Services of over 7 hours and less than 36 hours – the Client will be credited for 50% of the monthly fee.
 - 7.3. Failure in the provision of the Services of over 36 hours – the Client will be credited for 100% of the monthly fee paid up to the date of failure.

It is clarified that a precondition for receiving the compensation above is the Client's compliance with the terms of this Agreement, especially the ongoing payment resulting from such.

8. Notwithstanding the above, no compensation will be granted, and the Company will not be liable for any failure of the provision of the Services, in any of the following instances:
 - 8.1. Circumstances that cannot be anticipated or prevented ("**force majeure**") including war and/or terror acts; strikes; pandemics; riots; a lockdown or declaration of emergency regulations.
 - 8.2. Any occurrence that is not under the Company's reasonable control and which was not caused due to any action and/or inaction of the Company and that the Company could not have prevented by applying reasonable means.
 - 8.3. If the Client performs an unauthorized action or in case of any failure of the Client to maintain proper security procedures.
 - 8.4. Where the Client acted unreasonably and/or in a manner that does not suit its traits and functions.
 - 8.5. Where the Client acted in a way that does not comply with the Company's instructions.
 - 8.6. In case of a malfunction resulting from hardware and/or software problems with the Client's end equipment, including improper installation of the software and/or Services provided by the Company in respect of its compatibility and configuration.
 - 8.7. In case of a network malfunction, including failures in the Client's system and/or any failure between the Client's system and the Company's system.

- 8.8. As a result of services provided by third parties, including external internet providers and/or internet infrastructure providers, etc.
- 8.9. During or in connection with upgrades and/or changes and/or developments in the system and/or Services or for the purpose of operating the system and/or its management and/or maintenance and/or expansion, all in accordance with the Company's needs and at its discretion.

The Client's undertakings

9. By joining any of the Services above, the Client undertakes and declares that it accepts all the terms of this Agreement, including its appendices, and acknowledges that such terms describe the full agreement between the parties.
10. The Client will provide correct contact information and will inform of any change thereof.
11. The Client will ensure the adequacy of the means of payment used to purchase the Company's Services.
12. The Client must be aware of the limits of the resources assigned to it as part of the purchased Services and will inform of any anticipated deviation thereof.
13. The Client will refrain from any illegal action through the use of the Company's website and/or the purchased Services and/or the Cloud Service Provider, and acknowledges that any use and/or attempt to use any of the above to commit fraud, of any kind, on the internet and/or scan and/or attempt to scan accounts and/or security failures and/or steal information and/or passwords and/or any other illegal action, constitutes a breach of this Agreement and will force the Company to take any and all legal measures at its disposal against the Client to protect its rights.
14. The Client acknowledges that the term of this Agreement and the provision of the Services to the Client by the Company and/or the terms of payment of the Client are determined in accordance with the Services that the Client purchased and/or another specified term agreed on in writing, if the parties so agreed, and/or during any period in which the Client receives Services and/or related services from the Company.
15. The Services offered via the website are for the use of the Client, and the Company strives to provide it with the best services as demanded by such; however, it is clarified, that the offer of the Services or the provision thereof shall not constitute, expressly or implicitly, a representation or undertaking that such are suitable for the Client and its needs and/or meet any standards. Furthermore, the offer of the Services shall not be considered a recommendation of the Company to use such.
16. Therefore, it is clarified that the Client is exclusively responsible for the selection of Services, including the examination of their nature, activity, appropriateness, and compatibility with its needs, and will ensure the installation of equipment and/or software, and the planning, configuration, and operation thereof and the monitoring of the operation and adequacy of such, regardless of any advice provided by the Company, and the Company will bear no liability in this regard.
17. The Client declares that it is aware of the terms of engagement with the Cloud Service Providers¹ (as relevant to the engagement thereof under the service order form: the "**Terms of the Cloud Service Provider**"). The Client will act in accordance with the provisions of the Terms of the Cloud Service Provider and is aware that any violation thereof may cause damage; therefore, the Client undertakes to bear full responsibility towards the Company and/or anyone on its behalf for any damage incurred, directly and/or indirectly, by the Client and/or third parties and/or the

¹ The terms of engagement with the Cloud Service Providers may be viewed at [AWS](#); [Azure](#); [GCP](#)

Company and/or anyone on behalf of the Company and to indemnify the Company for any damage incurred as a result of the violation of the Terms of the Cloud Service Provider by the Client and to compensate the Company for any expense including legal fees, which the Company was forced to spend for its defense as a result of the violation of the Terms of the Cloud Service Provider by the Client.

Copyrights

18. The Client declares that it owns all the intellectual property rights and copyrights in connection with the content and/or other applications posted and/or distributed through the Cloud Service Provider at any given time and/or, alternatively, the Client has clear and express permission and/or license to use said content and at any given time shall bear exclusive liability as a result of any breach of the provisions of this section by the Client and/or any other third party.
19. The Client hereby declares and undertakes that any content of any kind which is stored by the Cloud Service Provider does not infringe on any copyright, intellectual property, patent, and trademark, and in this context, the Client has received proper authorization of the owners of said rights, if any, to use said content in the manner in which such is used on the website.
20. The Client hereby declares and undertakes that the content posted on the website and the use thereof does not infringe on any intellectual property right, and to the best of its knowledge, no action has been initiated and no circumstances exist that raise a reasonable concern that an action will be initiated based on an infringement of intellectual property rights against such in connection with the use of the website by the Client and/or any third party.
21. The Client shall bear full responsibility towards the Company and/or anyone on its behalf for any damage caused, directly and/or indirectly, to the Client and/or to third parties and/or the Company and/or anyone on behalf of the Company, as a result of any publication that infringes on copyrights and/or intellectual property rights on the website, and undertakes to indemnify and compensate the Company for any damage incurred by the Company and/or anyone on its behalf as a result thereof.
22. The Client will inform the Company immediately of any demand and/or claim of a violation of copyright and intellectual property rights immediately after first being aware of such and/or of any reasonable concern thereof. In such case, the Company may remove and/or block and/or take down the infringing content, without having to provide early notice to the Client thereof. The Client hereby waives any claim and/or demand and/or action against the Company in this matter.
23. The Client will not transfer to any third party any component and/or software and/or application developed by the Company or in regard to which the Company has copyrights.

Improper content

24. The Client will not upload and/or transfer via the Cloud Service Provider:
 - 24.1. Content that promotes racism, hate or physical injury of any kind against any group or individual.
 - 24.2. Content which constitutes harassment or encourages the harassment of another person.
 - 24.3. Content that constitutes defamation of a person and/or a group of people, content that violates a person's privacy and/or content that may offend public feelings and/or content related to gambling and/or lotteries of any kind, which is prohibited by the laws of Israel and/or abroad.
 - 24.4. Content of any kind that may mislead consumers.
 - 24.5. Content the publication of which is prohibited under any law and/or content governed by a valid gag order.

- 24.6. Content that presents people being sexually abused or violence.
 - 24.7. Pornographic content, including nudity, violence, or a link to an adult only website.
 - 24.8. Content that presents false and/or misleading information and/or encourages illegal activity or abusive, threatening, obscene or degrading conduct.
 - 24.9. Content that constitutes a criminal offence under the laws of the state of Israel and/or the laws of the state in which the servers of the Cloud Service Provider are located and/or any content that may establish torts and/or civil and/or commercial action of any kind against the Company and/or anyone on its behalf including towards third parties.
 - 24.10. Content that promotes a criminal activity or enterprise of any kind or provides informative information about illegal actions including, but not only, trading or buying illegal weapons, violating a person's privacy, or creating a computer virus.
 - 24.11. A photograph of another person uploaded to and backed up by the Company's servers without such person's consent.
 - 24.12. Any other use that may cause damage and/or a security breach and/or intrusion and/or limits the use of the Services and/or may constitute a breach of the rights of the Company, its service providers, other clients, users or third parties.
25. The determination whether or not any content constitutes a breach of the provisions of this Agreement shall be made solely by the Company and/or the Cloud Service Provider and the Client shall have no claim and/or demand and/or action against the Company and/or anyone on its behalf in this regard.
 26. Any misuse and illegal use of the Company's Services or any of its resources shall result in the unilateral termination of the Service without any prior notice or refund.

Liability limits

27. The Company undertakes to do anything in its power to supply the Services offered by it. However, the Company shall not be liable for any mistake, omission, disruption, deletion, defect, theft, destruction, or unauthorized access and/or change to any content uploaded to the Cloud Service Provider.
28. For the removal of any doubt, it is clarified that to the extent that the Company regularly backs up its systems, such backup is for the Company's exclusive use, and it is not obligated to provide it to the Client. Data recovery may involve an additional charge, at the sole discretion of the Company.
29. It should be emphasized that the Company does not commit to a certain percentage of availability or to the integrity and security of the data stored on its servers. The Client bears the responsibility to back up the data in its possession.
30. The Company's liability to the Client is limited to direct damages incurred by the Client itself as a result of an action performed by the Company and which is not within the reasonable activity of the Company.
31. In no way will the Company be liable to the Client for any loss of business, contracts, profits or expected savings or any other vicarious or consequential or other financial damage.
32. Without derogating from the above, the Client agrees that the scope of liability of the Company shall be no more than the consideration paid by the Client to the Company for backup services in the month preceding the occurrence of the damage.
33. The Client accepts the risk distribution between the Client and the Company as reflected in the limits of the Company's liability above and confirms that such distribution is reasonable.

Payment

34. The Company's Services will be activated once it has received payment from the Client.
35. If no payment is received for service renewal, the Company may terminate such with no further notice.
36. The prices offered on the Company's website are in dollars and do not include VAT, unless otherwise stated explicitly on the page on which the prices are listed.

Termination and refunds

37. The Client may terminate the Services of the Company at any time. Termination of the Services in the middle of a prepaid term shall not entitle the Client to any partial refund for the remaining period.
38. The Company reserves the right to terminate or stop a Service to the Client for the reasons listed above any for any other reason. In such case, the Client will be refunded for the remaining term.
39. No refund will be provided if the termination of the engagement was made by the Company for a breach of any of the provisions of these terms of use.
40. A termination request will be delivered in writing to the Company's office 30 days in advance. In case of a private client, said Client will provide a letter with the details thereof (ID number, name, address, name of the service, etc.) signed by said Client. In the case of a company, such request must be submitted on a logo page with the addition of an authorized signature of the company and the company stamp.

Discontinuation of the Services

41. The Client confirms and acknowledges that the Company may, at its sole discretion, discontinue and/or suspend, at any time, the access of the Client to the Services provided by the Company, in whole or in part, due to any reasonable concern that the Client and/or anyone on its behalf has abused and/or will abuse the Services and/or to the extent that the Client and/or anyone on its behalf acted and/or will act in contradiction to the provisions of this Agreement and/or any law.
42. The Company reserves sole discretion regarding unreasonable use of the Services and reserves the right to suspend or discontinue any misused Service provided by without any prior notice.
43. The Company may discontinue the Services to the Client, without prior notice, if the Client has a financial debt to it.
44. It is emphasized that the Company may, at its sole discretion, update, reduce and/or increase the consideration for the Services from time to time and the Client will have no claim and/or demand and/or action against the Company in this matter.
45. The Company may update this Agreement in the future following any changes to the engagement between the Company and the Cloud Service Provider and/or any other third party, relevant to the terms of this Agreement and the provision of the Services to the Client. The Company will inform of its intention of making such change as soon as possible before the change is made. If the change is material to the Client, the Client may terminate the engagement with the Company immediately without such action constituting a breach of contract.
46. This Agreement encompasses all the agreements of the parties and supersedes any representation made by the parties whether oral or in writing, and any change in the terms and provisions of this Agreement shall only be made in writing and any notice under the terms of this Agreement shall be made in writing.

Miscellaneous

47. The rights of the Company shall not be impaired due to any extension provided to the Client and any failure to act on the part of the Company shall not be considered a waiver granted to the Client.
48. Any notice sent to the contact information provided by the Client when the Services were ordered, via any means of communications, shall be deemed received after 72 hours. Such means of communications include, without limitation, an email address, phone, cell phone and fax.
49. The laws of the state of Israel shall govern this Agreement and the qualified courts in Tel Aviv shall have exclusive jurisdiction over the Agreement.