

PRIVACY RATING LTD.
TERMS AND CONDITIONS

The following terms and conditions (the “**Terms & Conditions**”) apply to the QPrivacy Solution (as defined below) developed by Privacy Rating Ltd. (“**Privacy Rating**”) and govern the use of the Solution by the customer (the “**Customer**”) acquired and/or licensed by Customer from Privacy Rating or its authorized reseller indicated in the applicable purchase order (collectively “**Reseller**”). Each of the Customer and Privacy Rating a “**Party**”, and collectively, the “**Parties**”. The commercial agreement signed, and/or any purchase order executed, by the Parties and/or between the Customer and a Reseller pertaining to the Solution, shall be referred hereto as the “**Agreement**”. Any reference to End-User License Agreement and/or to EULA under the Agreement, shall be deemed as a reference to these Terms & Conditions.

CUSTOMER INDICATES ITS ACCEPTANCE OF THESE TERMS & CONDITIONS BY CLICKING A CHECK BOX OR CLICKTHROUGH BUTTON INDICATING SUCH ACCEPTANCE. BY ACCEPTING THESE TERMS & CONDITIONS, CUSTOMER AGREES TO ITS TERMS. IF CUSTOMER IS ENTERING INTO THESE TERMS & CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS FULL LEGAL AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY OR IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CUSTOMER MUST NOT ACCEPT THESE TERMS & CONDITIONS AND MAY NOT USE THE SOLUTION (AS DEFINED HEREINBELOW).

1. **License.** Subject to Customer's compliance with these Terms and Conditions, during the Term (as defined below) Customer will (A) be granted a limited, nonexclusive, non-assignable (without right of sublicense), nontransferable license, to use Privacy Rating’s software as a service (SaaS) solution for discover, monitor and control of the Customer's client facing web-application’s communication traffic behavior, which includes (i) Privacy Rating’s platform accessed online and hosted on third party servers (public cloud), and (ii) Privacy Rating’s [API and SDK] downloaded and/or installed as part of the Customer’s applications, to enable access to such SaaS solution (collectively, the “**Solution**”), subject to the restrictions and the limitations set forth in these Terms & Conditions. Privacy Rating may modify the Solution at any time and will provide Customer with notice of material changes. Customer’s continuing use of the Solution will be considered as acceptance to any such changes.

2. **Responsibilities of Customer.** Customer will (i) use the Solution solely in accordance with these Terms and Conditions, the applicable documentation provided to it by Privacy Rating and the applicable Agreement (collectively, the “**Documentation**”) and all applicable laws and regulations; (ii) install fixes, updates or upgrades as requested by Privacy Rating from time to time at Privacy Rating’s discretion, (iii) be responsible for selecting, obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Solution, such as hardware, software, operating systems, networking equipment and services, but excluding the Solution (collectively “**Infrastructure**”), and for ensuring that the Infrastructure is compatible with the Solution and complies with the Documentation. It is clarified that Privacy Rating shall only supply those items it specified as being supplied by it, and that no other items, modules, customization, upgrades are included.

3. **Restrictions on Use.** Customer will not, and will not allow any third party to (i) modify, translate, adapt, arrange, develop or create derivative work of, decompile, disassemble, decrypt, extract, reverse engineer or assemble the Solution or any part thereof, (ii) use the name of Privacy Rating, QPrivacy or its trade names or trademarks, (iii) use any “deep-link”, “page-scrape”, “robot”, “spider” or any similar or equivalent process, to access, acquire, reverse-engineer, reverse-develop, copy, use or monitor any portion of the Solution, or in any way reproduce or circumvent the navigational structure or presentation of the content, to obtain or attempt to obtain any information through any means not purposely made available through the Solution, (iv) attempt to gain unauthorized access to any portion or feature of the

Solution, or any other systems or networks connected to the Solution, by hacking, password “mining” or any other illegitimate means, (v) distribute, rent, loan, encumber, lease, sell, assign or sublicense or otherwise transfer (or, grant access to) all or any portion of the Solution, or any rights or license granted to it hereunder, by agreement or by operation of law; without the prior written consent of Privacy Rating, (vi) remove, alter, obscure or cause not to be displayed, any trademarks, copyright notices, legends, proprietary restrictions, product identification or messages appearing on the face of or contained in the Solution; (vii) circumvent any controls or security measures of the Solution or any part thereof and (viii) use the Solution and/or any part or portion thereof and/or any right or license granted herein in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms & Conditions or in violation of any applicable law.

4. **Proprietary Rights.** Privacy Rating as the sole owner and exclusive developer of the Solution, retains all right, title, and interest, including, without limitation, all Intellectual Property Rights, relating to the Solution applications.

5. **Confidentiality.** The Parties are bound and committed by the Mutual Non-Disclosure Agreement (MNDA) previously executed between Privacy Rating and Customer, which provisions shall apply to these Terms & Conditions.

6. **LIMITATION OF LIABILITY.**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT, THE SOLUTION IS PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SOLUTION IS AT ITS OWN RISK. EACH OF PRIVACY RATING, AND ANY OF ITS AFFILIATES DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PRIVACY RATING DOES NOT WARRANT THAT THE SOLUTION WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. UNDER NO CIRCUMSTANCES SHALL PRIVACY RATING BE LIABLE, EITHER IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR UNDER ANY STATUTE, REGULATION OR ANY OTHER THEORY FOR: (I) UNAUTHORIZED ACCESS, ALTERATION, THEFT, CORRUPTION, LOSS, OR DESTRUCTION OF OR TO CUSTOMER'S OR ITS USER'S FILES, DATABASES, OR NETWORK; (II) THE CONTENT OF THE INFORMATION SENT TO OR RECEIVED FROM THE SERVER SERVING THE SOLUTION; OR (III) THE DOWNTIME OR LACK OF PERFORMANCE QUALITY WITH RESPECT TO THE ISP PROVIDING CONNECTIVITY OR ANY THIRD PARTY SOFTWARE USED TO PROVIDE REMOTE ACCESS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL PRIVACY RATING BE LIABLE UNDER CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST OPPORTUNITIES OR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF PRIVACY RATING HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. WITHOUT DEROGATING FROM THE FOREGOING, PRIVACY RATING'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE AGREEMENT WILL NOT EXCEED \$30,000.

Customer will be solely responsible for and will indemnify and hold harmless Privacy Rating from and against all actions (including third-parties' claims), causes of action, damages, losses, injury, costs, expenses and liabilities whatsoever (including court costs and reasonable attorneys' fees) arising out of and deriving from any breach or violation of Customer and/or anyone of its behalf of the Agreement, and/or the use of the Solution not in accordance with the Agreement and/or these Terms & Conditions.

7. **Term & Termination.**

(a) **Commencement.** These Terms & Conditions will enter into effect upon and subject to Customer's signing these Terms & Conditions (the "**Effective Date**") and shall continue in effect for

as long as the Customer is using the Solution, unless earlier terminated in accordance with section 7 (b) below.

(b) **Termination.** Privacy Rating may terminate these Terms and Conditions upon the occurrence of a material breach of these Terms & Conditions by the Customer (including, without limitation, Customer's failure to pay any fees due under the Agreement or to adhere to the terms hereof) and the failure of the Customer to remedy such breach within ten (10) days after receiving written notice thereof. Privacy Rating may terminate these Terms & Conditions immediately: (i) if the Solution is no longer available under these Terms & Conditions for the public, or (ii) if Customer files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or a petition for the opening of insolvency proceedings or similar proceedings if filed against the Customer. Without limiting the foregoing, Privacy Rating may suspend use of the Solution without terminating these Terms & Conditions during any period of breach and upon notice of suspension.

(c) **Effect of Termination.** Upon expiration or termination of the Term for any reason, (i) Customer's license to use the Solution shall immediately expire and Privacy Rating shall terminate Customer access to the Solution, (ii) Customer shall remove any copy of the Solution or any part thereof from its systems, and (iii) any provisions of these Terms & Conditions which in accordance with their terms are intended to survive termination, will survive the termination of these Terms & Conditions, each in accordance with its terms, including without limitation any license restrictions, limitations of liability, indemnity, confidentiality, governing law and jurisdiction and the provisions which protect the proprietary rights of Privacy Rating.

8. **Use & Security of Personal Data.** Customer acknowledges that the use by Customer of the Solution may involve the processing by Privacy Rating, on Customer's behalf, of certain metadata and of personal data of certain data subjects, including, but not limited to, Customer's clients, employees and service providers.

Privacy Rating implements and expect the Customer to implement appropriate technical and organizational measures to ensure an appropriate level of security to personal data taking into account the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed. However, any transfer of personal data via the internet cannot be fully secured. For additional information on what Privacy Rating does to secure data subject's personal data and privacy, please visit Privacy Rating's privacy policy at www.qprivacy.com

9. **Miscellaneous.** These Terms & Conditions are governed by and subject to the laws of the State of Israel, without regard to its conflict of laws rules. The courts of Tel Aviv – Jaffa, Israel shall have exclusive jurisdiction over any dispute arising out of these Terms & Conditions. Notwithstanding the foregoing, Privacy Rating may, in its sole discretion, bring any action in which it seeks preliminary, equitable or injunctive relief in any forum or court of competent jurisdiction. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Customer will not assign any rights or obligations under these Terms & Conditions, and any assignment will be void. Privacy Rating may assign any right or obligation under these Terms & Conditions to any Privacy Rating subsidiary, parent or affiliate, as well as to the surviving entity in the framework of a merger and/or the purchaser of all or substantially all of Privacy Rating's assets. All rights and remedies are cumulative. The failure to enforce any of the provisions hereof will not be construed to be a waiver. The terms and conditions hereof are severable. Neither party shall be liable for any loss or damage resulting from delay in or failure to comply with these Terms & Conditions to the extent that such delay or failure is caused by circumstances beyond that party's reasonable control, including, but not limited to: Acts of God or the public enemy; war; riots; insurrections; embargoes; acts of civil or military authorities; fire; flood; earthquake, epidemic, or other natural disaster; accident; Internet backbone outage; or labor (including strikes and other labor difficulties). The Documentation constitute the entire agreement between the parties with respect to its subject matter hereof, and in case of contradiction, supersedes any Customer standard terms and conditions, and/or any prior oral or written agreement. No modification to these Terms & Conditions shall be binding, unless in writing and signed by the Parties.