

DEMOLEAP TERMS OF SERVICE

Last modified: September 10th, 2019

These Terms of Service (the "**Terms**") govern the use of Demoleap Ltd.'s (the "**Company**") SaaS services, which are further described in the purchase order you have received from the Company (the "**Service(s)**" and the "**Purchase Order**", respectively).

The Purchase Order and the Services are subject to these Terms, and your acceptance of the Purchase Order signifies your acceptance of these Terms.

The Services will be provided to you during the subscription period(s) (the "**Subscription Period(s)**") set forth in the Purchase Order pursuant to the following terms and conditions:

1. License

Company hereby grants you (hereinafter: "**Customer**") a limited, non-exclusive, revocable, non-sublicensable, non-transferable, limited right to use the Service during the Subscription Period(s), and in strict compliance with the terms and conditions of these Terms.

2. Fees; Taxes

2.1. Payment Terms. Unless otherwise specified in the Purchase Order, (a) Customer will pay all amounts due under these Terms in U.S. Dollars currency, (b) all amounts invoiced hereunder are due and payable prior to the respective quarter in which the Service is to be provided. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law.

2.2. Taxes. All amounts payable under these Terms are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Unless otherwise specified in the Purchase Order, all taxes, withholdings and duties of any kind payable with respect to Customer's use of the Service under these Terms, including without limitation sales and use taxes, shall be borne and paid by Customer.

3. Restrictions

The Customer will not, nor will Customer allow any third party to: **(a)** copy, modify, adapt, translate or otherwise create derivative works of any part of the Service; **(b)** reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Service; **(c)** rent, lease, sell, sublicense, assign or otherwise transfer rights in or to the Service; **(d)** use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; **(e)** develop any products or services based on the Service (or the results of any evaluations thereof) or develop similar competitive products; **(f)** make any test results available to the public; **(g)** directly or indirectly take any action to contest Company's intellectual property rights in the Service or infringe them in any way; **(h)** remove, obscure, or alter any notice of copyright, Company's marks, or other proprietary right appearing in or on any item included with the Service; and **(i)** knowingly distribute or transmit any malicious code (*i.e.*, software viruses, trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system), or unlawful, threatening, obscene or infringing material.

4. Intellectual Property

4.1. The Service and all of the intellectual property rights associated with the Service (including but not limited to any of the Company's registered and unregistered trademarks) are, and shall remain, Company's exclusive property, including but not limited to, any modifications, enhancements, improvements, custom features to the Service that may be developed by Company for the Customer's benefit, whether requested by the Customer or not.

4.2. Any error and bug reports, additional features, ideas, requests, feedbacks, recommendations, comments, concepts and other requests or suggestions related to the Service (collectively "**Feedback**") that the Customer may provide to the Company, will be solely owned by Company. The Customer hereby irrevocably assigns and transfers any intellectual property rights in such Feedback to Company, free of charge and waives any moral rights therein. For avoidance of doubt, the Company may incorporate the Feedback into any Company's current or future products, technologies or services and use such Feedback for any purpose, all without further compensation to Customer and without its approval.

- 4.3. Customer reserves and retains all right, title and interest in the Customer's intellectual property and the Customer's Confidential Information (as defined below). Notwithstanding the foregoing, the Customer grants the Company a license to use, copy, transmit, process and store, any aggregate and non-identifiable data or other information the Customer may provide the Company with for the purposes of enabling the Service (the "**Required Data**"). The Required Data will be used solely for the operation of the Service or in order to contact the Customer in response to service requests.

5. **Confidentiality**

- 5.1. Each party agrees that it will not disclose to any third party (other than to consultants and agents of a party who have a need to know such information, and who have agreed in writing to abide by confidentiality terms at least as protective as set forth herein with respect to Confidential Information) or use any Confidential Information disclosed to it by the other party, other than for the purpose of performing its obligations hereunder. The party receiving such Confidential Information will take all reasonable measures to maintain the confidentiality of all the disclosing party's Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

"**Confidential Information**" shall mean any proprietary information of either party, including but not limited to, all computer software (in binary or source code form), programs, designs, concepts, scientific, algorithmic and structural information included in, or related to, the Service, information of a business and commercial nature (such as financial and marketing information disclosed in any form or medium whatsoever). Confidential Information includes all information designated by either party as confidential or proprietary within a reasonable time of its disclosure or which a reasonable person would expect to be treated as confidential. "Confidential Information" will not include information that (a) is in or enters the public domain without breach of this Section; (b) is lawfully obtained by the receiving party from a third party without breach of a nondisclosure obligation; (c) is already in the possession of the receiving party as shown by its dated written records; or (d) is required by law to be disclosed, *provided* that, the receiving party gives prompt written notice of such requirement prior to disclosure, and reasonably assists the disclosing party in avoiding or limiting such disclosure, all subject to applicable law.

- 5.2. The receiving party acknowledges that the disclosure of Confidential Information could cause substantial harm to disclosing party that could not be remedied by the payment of damages alone. Accordingly, disclosing party will be entitled to preliminary and permanent injunctive relief and other equitable relief in any relevant jurisdiction for any breach of this Section 5 or misuse of Confidential Information by the receiving party.

6. **Customer's Representations**

The Customer represents and warrants that it will not use the Service for any illegal or unauthorized purpose or infringe or promote the infringement of any intellectual, proprietary or other right of any party, and the Customer will comply with all applicable laws and regulations (including, but not limited to, all applicable import and export laws, copyright and privacy laws) in the Customer's use of and access to the Service.

7. **Customer Data**

6.1 Operation of certain features of the Service and the provision of the Services hereunder require the Company to gain access (via an API or otherwise) to Customer's third party CRM platforms which Customer uses to manage its clients' contact details ("**System(s)**") and require the Customer to provide, upload, transmit, or make accessible to Company certain data, including without limitation, personally identifiable information included in the System(s) (collectively, the "**Customer Data**"). The Customer agrees that the Company will collect, process, store and use the Customer Data, on the Customer's behalf, in order to provide the Services. Customer controls access to the Customer Data and has full administrative control over such data, including by its right to view or modify it. As between Company and Customer, the Intellectual Property Rights (as such term is defined below) and all other rights, title and interest of any nature in and to the Customer Data, which may be stored on Company's database, are and shall remain the exclusive property of Customer and its licensors. The Company shall be considered granted a non-revocable, non-exclusive, assignable, sub-licensable, royalty-free license to use, in accordance with any applicable privacy laws, the Customer Data in order to provide the Services. Except as set forth herein, nothing in these Terms shall be construed as transferring any rights, title or interests in the Customer Data to the Company or any third party.

6.2 Customer represents and warrant that: (i) Customer owns and has obtained all rights in and to the System and the Customer Data which are required under any applicable laws (including but not limited to privacy laws) in order to enable Company to provide its Services to Customer; and (ii) the Customer Data does not infringe or

violate any intellectual property rights, privacy or publicity rights of any third party. Customer shall remain solely responsible and liable for the lawful collection and transfer to Company of Customer Data, and hereby expressly releases Company from any and all liability arising from Company's use of Customer Data as permitted herein.

8. Indemnification

8.1. Customer Indemnification. The Customer hereby agrees to indemnify, defend and hold Company and its directors, employees, service providers, agents, sub-contractors, representatives, and anyone on Company's behalf (the "**Related Parties**") harmless from and against any and all third party claims, including related judgments, awards, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) and other expenses (collectively "**Damages**") that are based on or arise directly or indirectly out of or from (a) any breach of the Customer's representations and warranties set forth in Section 6 of these Terms; (b) Customer or Customer employees' or personnel's gross negligence or willful misconduct; (c) breach of the confidentiality obligation of Customer under these Terms; and (d) a third party claim, suit or proceeding that use of the Customer Data and/or the System within the scope of these Terms infringes any privacy right of a third party.

8.2. Company Indemnification. Company hereby agrees to indemnify, defend and hold Customer harmless from and against any and all Damages incurred by Customer as a result of a third party claim relating to an infringement by the Service of any third party's intellectual property ("**IP Claim**").

Notwithstanding anything herein to the contrary, Company shall have no liability for any IP Claim which is based on (a) a modification of the Service by anyone other than Company; (b) use of the Service with equipment and/or software not authorized by Company; or (c) use of the Service other than in accordance with its documentation.

Should the Service become, or in Company's opinion may become the subject of such IP Claim, Company shall have the right, at Company's sole option and expense, to (a) obtain for Customer the right to continue using the Service; (b) replace or modify the Service so that it becomes non-infringing; or (c) if such remedies are not commercially available at Company's sole discretion, terminate these Terms.

8.3. Indemnification Process. The indemnifying party's indemnification undertaking(s) above, shall be conditioned upon the following: (a) the indemnifying party shall be given prompt written notice of the claim by the indemnified party promptly upon its receipt; (b) the indemnified party shall act in good faith and use commercially reasonable efforts to cooperate with the indemnifying party; (c) the indemnifying party, at its cost and expense, shall take sole control over a claim and the defense, and any settlement thereof; and (d) the indemnified party shall not make any admission, file any papers, consent to the entry of any judgment or enter into any compromise or settlement without the express prior written consent of the indemnifying party.

9. Disclaimer of Warranties

THE CUSTOMER UNDERSTANDS AND AGREES THAT, OTHER THAN AS EXPLICITLY PROVIDED HEREIN-

9.1. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY AND ITS RELATED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

9.2. COMPANY AND ITS RELATED PARTIES DO NOT WARRANT: (A) THAT THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS OR WILL BE INTEROPERABLE OR COMPATIBLE WITH OTHER SOFTWARE, HARDWARE, OR ANY EQUIPMENT; (B) THAT THE CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED, SECURE, TIMELY, ACCURATE, COMPLETE, OR ERROR FREE; OR (C) THAT DEFECTS, IF ANY, WILL BE CORRECTED.

9.3. THE COMPANY IS NOT RESPONSIBLE AND HAS NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN THE COMPANY (SUCH AS THE CHROME EXTENSION).

10. Limitation of Liability

- 10.1. EITHER PARTY AND ITS RELATED PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, LOST PROFITS OR OTHER INTANGIBLE LOSSES), UNDER ANY THEORY OF LAW INCLUDING UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE (EVEN IF SUCH PARTY OR ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE).
- 10.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S AND ITS RELATED PARTIES' TOTAL AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER, IF ANY, TO THE COMPANY FOR USE OF THE SERVICE OVER THE 12 MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.
- 10.3. The Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action it may have arising out of or related to use of the Service or otherwise under these Terms must be filed within two (2) years after such claim or cause of action arose. Otherwise the Customer hereby agrees to be forever barred from bringing such claims.
- 10.4. These Terms shall not confer any rights or remedies upon any person or entity on behalf of the Customer other than the Customer itself.

11. **Term and Termination**

- 11.1. These Terms become effective on the date on which the Customer accepts the Purchase Order (the "**Effective Date**").
- 11.2. The term of these Terms expires at the end of the applicable Subscription Period, unless terminated earlier in accordance with this Section 10.
- 11.3. The Company may immediately terminate these Terms, for any reason, by providing the Customer with a seven (7) days prior written notice.
- 11.4. Upon expiration or termination of these Terms for any reason, the following shall apply: **(a)** all rights and licenses granted to Customer hereunder shall immediately terminate; **(b)** each receiving party shall immediately return to the disclosing party or destroy, at the disclosing party's option, all of the latter's Confidential Information, and shall make no further use of same. Receiving party will provide written certification representing that all Confidential Information was returned or destroyed, as applicable; and **(c)** any fees paid in advance by the Customer for the Service shall be non-refundable.
- 11.5. The expiration or termination of these Terms shall not relieve the each party of its obligations intended to survive under these Terms, including but not limited to, Sections 4, 5, and 10-11.

12. **Miscellaneous**

- 12.1. The Company may collect, disclose, publish and use in any other manner any anonymous and non-identifiable information which is derived from the use of the Service, in order to provide and improve the Service and for any legitimate business purposes. The Company shall remain the exclusive owner of such information.
- 12.2. No waiver by either party of any default shall be deemed a waiver of any prior or subsequent default of the same or other provisions of these Terms, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
- 12.3. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from these Terms.
- 12.4. Company may freely assign these Terms and its rights and responsibilities hereunder without notice to the Customer. These Terms are not assignable, transferable or sublicenseable by the Customer except with Company's prior written consent.
- 12.5. These Terms supersedes in full all prior discussions and agreements between the parties relating to the Services prior to the Effective Date and constitutes the entire agreement between the parties relating to the subject matter hereof.

These Terms shall apply to any Purchase Orders that may be agreed upon between both parties. The Terms may be modified or supplemented only by a written document signed by both parties hereto.

- 12.6. All disputes arising out of these Terms will be subject to the governing law of the state of Israel and the exclusive jurisdiction of the competent courts located in the city of Tel Aviv - Jaffa.
- 12.7. Notices and all other communications provided for in these Terms shall be in writing and shall be deemed to have been duly given when personally delivered or sent by email (support@demoleap.com) if to Company, and the email provided by the Customer if to the Customer, provided that, the recipient confirmed the receipt of such notice, or certified mail, return receipt requested, postage prepaid, addressed to the respective address set forth above or last given by each party to the other. Such notice, demand or other communication shall be deemed given **(a)** if sent by an email - upon receipt of confirmation as set forth above; **(b)** at the expiration of seven (7) days from the date of mailing by registered mail; or **(c)** immediately if delivered by hand.
- 12.8. The Customer agree that the Company may identify you as a user of the Program and use your trademark and/or logo (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by Company on Company's website for promotional purposes.