

Terms of Use

PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE UTILIZING OR SUBSCRIBING TO THE SERVICE (AS DEFINED BELOW).

These Terms of Use constitute a legally binding agreement between Experda Ltd. (“Experda,” “we,” “us,” or “our”) and you, whether acting in your personal capacity or on behalf of your employer or a legal entity (collectively, “you” or “your”).

By selecting the option to accept these Terms of Use, or otherwise signifying your consent by accessing or using the Services (as defined below), you confirm that: (a) you have reviewed, understood, and agree to adhere to these Terms; (b) you are at least eighteen (18) years of age or have attained the age of majority in your jurisdiction; (c) you represent and warrant that you are not a competitor of Experda; and (d) you have reviewed and understood the Privacy Policy, available at [Privacy Policy](#).

If you are agreeing to these Terms on behalf of your employer or another legal entity, you hereby affirm that you have the authority to bind said employer or entity to these Terms.

Should you not agree to comply with these Terms or lack the authority to bind your employer or legal entity, do not accept these Terms, and refrain from accessing or using the Service. If applicable, cease any use of the Service immediately.

You further agree to waive any applicable rights to require an original signature (non-electronic) or the delivery or retention of physical records, except as otherwise required by applicable law.

1. The Service

1.1 Service Description

Experda’s Cloud Database Management Service is provided on a software-as-a-service (SaaS) basis through a web portal, accessible via the Experda website located at www.Experda.com (“Site” or “Platform”). The term “Services,” as used in these Terms, collectively refers to the Experda Cloud Database Management Service, the Platform, and the End-User Software (as defined below).

1.2 No Future Guarantees

You agree that your Subscription is not contingent upon the delivery of any future functionalities or features of the Services, nor upon any oral or written statements made by Experda regarding such future functionalities or features.

2. License

2.1 Grant of License

Subject to your compliance with these Terms and the payment of all applicable Fees (as defined below), Experda grants you a limited, non-exclusive, non-transferable, non-sublicensable, and fully revocable right and license to: (i) access and use the Services; and (ii) distribute, install, and use object code versions of all downloadable software provided by Experda to facilitate your use of the Services (“End-User Software”), all in accordance with these Terms, the Documentation (as defined below), and any other instructions, guidelines, or restrictions provided by Experda.

2.2 Use by Customers and End-Users

The use of the Services is limited to your internal organizational use, unless you are a managed service provider (MSP) that provides remote database management and device management services. In this case, the Services may be used exclusively to: (i) deliver your services to entities receiving database management services from you (“Customers”); and (ii) distribute, install, and use the End-User Software on the devices of your Customers. Your end users or the end users of your Customers, as applicable, shall be referred to as (“End-Users”). If you are not an MSP, the term “Customer” does not apply to you or your use of the Services. Where required by Experda, your End-Users must accept the terms of an end-user license agreement for the Services. For clarity, End-Users do not have any independent right to use the Services, except to the extent that such components of the Services are designed for End-Users (e.g., the customer portal, support ticket creation).

2.3 Additional Features and Terms

Experda may, at its discretion, introduce additional features or functionalities of the Services (“Features”). The use of such Features shall be subject to these Terms and any supplemental terms provided by Experda (“Supplemental Terms”). The use of Features constitutes acceptance of their Supplemental Terms, and such use may be subject to additional Fees as specified in your Order Form.

2.4 Software Updates

Experda reserves the right to update the End-User Software or any downloadable portion of the Service, including the provision of bug fixes, upgrades, or new versions (each an “Update”). You agree to comply with any instructions provided by Experda or its authorized reseller and immediately download and install any such Update.

2.5 Documentation

Any official user documentation provided by Experda regarding the use, features, and operation of the Services, whether in printed or digital form (“Documentation”), may be used during the Subscription Term solely for internal business purposes or, if you are an MSP, to support services provided to your Customers. Documentation is considered Experda’s Confidential Information.

You may print or copy the Documentation as reasonably necessary for such use, provided that all Marks (as defined below) and Experda copyright notices are included therein. The Documentation shall be considered the Confidential Information (as defined below) of Experda. Unless the Documentation is separately referred to herein, all references to the Services in these Terms shall include the Documentation. “Documentation” means the then-

current and official user documentation that Experda generally makes available to its customers, which describes the use, features, and operation of the Services, whether in print or digitally, including without limitation at <https://experda.com/resources>.

3. Account Registration and Administration

3.1 Account Registration

The first individual to use the Service, including under any Trial Subscription, will register and create an account (“Account”) and will automatically be designated as the account administrator (“Admin”). An Admin may assign or add other employees or contractors as Admins, technicians, or other Account users (collectively “Permitted Users”). Access to and use of the Services and Platform is restricted to Permitted Users, except for those components of the Services designed to be accessible to End-Users (e.g., the customer portal, support ticket creation).

3.2 Account Administration

You must ensure that only Permitted Users access or use your Account. You also agree to (i) not exceed the total number of authorized Permitted Users designated in each Order Form; (ii) provide accurate and complete Account and billing information; (iii) ensure that all Permitted Users keep their login details secure; (iv) remain solely responsible for all activity that occurs under your Account; (v) ensure that login credentials are used only by the designated Permitted User, and not shared among multiple individuals or entities; and (vi) immediately notify Experda if you become aware of any unauthorized access or use of your Account or the Services.

Experda reserves the right to verify your Account information for security and compliance purposes.

4. Subscriptions

4.1 Order Form

Your subscription to the Services (“Subscription”) is subject to additional terms, restrictions, and/or limitations set forth in the Order Form, including the Subscription’s term (“Subscription Term”), Fees, subscription plan (“Subscription Plan”), and the number of Permitted Instances. The “Order Form” refers to an order issued by Experda or its Reseller, accepted by you, and governs the provision of the Services. In case of any inconsistency between these Terms and the Order Form, these Terms shall prevail unless explicitly stated otherwise in the Order Form.

4.2 Subscription Upgrades

During the Subscription Term, you may upgrade your Subscription Plan by (i) adding Permitted Instances, (ii) upgrading to a higher-tier Subscription Plan, (iii) adding additional features, or (iv) extending your Subscription Term (“Subscription Upgrades”). Your Account or Order Form will specify whether a Subscription Upgrade constitutes a new purchase that restarts the Subscription Term or continues the existing term. Additional Fees for

Subscription Upgrades will be billed at Experda's current rates and will either be prorated or applied in full, depending on the upgrade terms.

4.3 Free Trial Subscription

Experda may offer a free trial subscription ("Trial Subscription") to use the Services for a limited period, as detailed in your Order Form, on the Platform, or on the Site. The Trial Subscription will commence upon your access or use of the Services and will conclude at the end of the trial period, or sooner if: (i) you upgrade to a paid Subscription, (ii) your use of the Services is terminated in accordance with these Terms, or (iii) Experda discontinues the Trial Subscription.

During the Trial Subscription, Experda does not make any warranties and may not provide support services. You acknowledge that the Terms apply during the Trial Subscription period.

4.4 Support

If you have support-related inquiries, you may contact Experda through standard support channels, and Experda will respond in a timely manner. Support may be provided by Experda, its authorized representatives, or Third-Party Service providers.

If you have purchased the MAX package, then you are eligible to receive a monthly 3 hours (non-cumulative) 2nd tier support from Experda NOC that will monitor your servers.

5. Restrictions, Obligations, and Representations

5.1 Restrictions

Unless expressly permitted by these Terms, you must not, and shall not allow any Permitted User, Customer, End-User, or third party to: (i) Resell, lease, license, sublicense, assign, distribute, or transfer any portion of the Services to any third party, including your affiliates, or use the Services in any service bureau arrangement;

(ii) Use the Services for the benefit of any third party other than for managed services provided to your Customers, if you are an MSP;

(iii) Circumvent, disable, or interfere with security-related features of the Services, or features intended to prevent unauthorized copying or usage;

(iv) Reverse-engineer, decompile, or disassemble any part of the Services to access source code or modify the Services;

(v) Modify, translate, or create derivative works based on the Services;

(vi) Use automated means, such as bots or scrapers, to access the Services for any purpose;

(vii) Take any action that places an excessive or disproportionate load on the Services' infrastructure;

(viii) Interfere with the integrity or performance of the Services or related systems;

(ix) Remove or alter any intellectual property, attribution, or copyright notices on the Services;

(x) Use Experda's trademarks, service marks, or logos without prior written consent;

(xi) Use the Services to create a competing product or service;

(xii) Send unsolicited or illegal communications through the Services;

(xiii) Use the Services in any unlawful manner, for any harmful purpose, or in violation of applicable laws.

You will remain fully responsible for any actions or omissions by your Permitted Users, End-Users, or Customers that breach these Terms.

5.2 Representations and Warranties

You represent and warrant that (i) prior to installing the End-User Software, you have provided all necessary disclosures, notifications, and obtained all necessary consents required under applicable law, including those necessary to permit the installation of the End-User Software, the provision of the Services, and the processing and international transfer of User Data to Experda; (ii) you own or have a right of use all the devices on which the End-User Software will be installed, (iii) to the extent required under any U.S federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) you have authorized Experda to access the devices and process and transmit data through the Services in accordance with the terms hereof; and (iv) you have the lawful basis in having Experda process the User Data (as defined below) and any personal data that you or your End-User or your Customer provide.

To the extent that you are an MSP, you further represent and warrant that your Customers have agreed that you may use the Service with respect to their devices, and, as applicable, install that End-User Software on their devices, in order to provide your managed services to your Customers and that your Customers will agree to any terms provided in connection with such End-User Software prior to installation of the End-User Software. Notwithstanding anything to the contrary, to the extent that you are an MSP, your agreement with your Customers will be consistent with these Terms and will: (i) include provisions that are no less protective of Experda and the Services than these Terms; (ii) provide Experda with the right to use Experda's remedies at law or in equity against your Customer; and (iii) include a waiver of your Customer's rights to sue or take legal action against Experda.

You shall be responsible and liable for all acts omissions and activities of your End Users and Customers related to their use or misuse of the Services, including their compliance with these Terms, and the User Data Provided to Experda, as if such acts or omissions were performed by you, and you shall defend, indemnify and hold Experda harmless for any breach, infringement, act and/or omission, as well as for any claims or demands of your Customers and End-Users.

5.3. Web Browser Requirements.

You acknowledge that use and access of the Services requires (i) a supported web browser as specified in the Documentation and, (ii) a web browser version that supports HTML5. You are solely responsible for using a supported web browser and upgrading to the then-current minimum web browser requirements that we define from time to time. We shall either: (i) display the then-current web browser requirements on the Site or Platform; or (ii) otherwise notify you directly or via our Resellers of the then-current web browser requirements.

6. User Data

6.1. User Data.

While using the Services, you may choose to provide, publish, disclose, transfer, submit, upload, import, transmit, post, or make accessible (collectively, “Provide”) to Experda certain of your Permitted Users’, Customers’, or End-Users’ information, data (including personal data), actions, content or software, or any other content or information or combination thereof, which is processed by Experda in your behalf. (“User Data”). You retain all right, title and interest, in and to the User Data, in the form Provided to Experda. Subject to these Terms, you grant us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, modify, export, and display the User Data solely: (i) to maintain, develop, improve, support and provide our Services; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to compile statistical and performance information for Experda’s business purposes; (iv) to investigate when we have a good faith belief, or have received a complaint alleging, that such User Data was Provided in violation of these Terms; (v) to comply with our obligations under the Terms, applicable laws, a valid legal subpoena, request, or other lawful processes; and (vi) as permitted by you in writing.

6.2. Data Processing Addendum.

If your use of the Service includes processing User Data which is subject to the General Data Protection Regulation (GDPR) or the California Consumer Privacy Act (CCPA), the processing of such User Data shall be conducted in accordance with the Data Processing Addendum with Experda that is available [here](#) (“DPA”). If you wish to receive a signed version, you may do so by contacting our customer support.

6.3. Responsibility.

You represent and warrant that: (i) you will collect, process and use the User Data in compliance with these Terms and all applicable laws, rules and regulations; (ii) you own or have obtained the necessary rights, licenses, consents, permissions, power and/or authority to grant the license specified herein (including, to Experda and its sub-processors), for any User Data that you Provide to us, including all of the Intellectual Property Rights (as defined below) subsisting in the User Data; (iii) the User Data does not contain any threatening, offensive, racist, hateful, violent, sexually explicit, obscene, libelous, defamatory or otherwise inappropriate or any commercial content; and (iv) the User Data, and Experda’s and its sub-processors’ use of such User Data, as set forth in these Terms, does not and shall not: (a) infringe or violate any patents, copyrights, trademarks or other Intellectual Property Rights, proprietary or privacy or publicity rights of any third party or any other rights of any third party (including moral rights); (b) violate any local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy, data transfer and exportation; (c) include any viruses, trojans, backdoors or malicious code, robot, malware, spyware or any other means which potentially take adverse effect on the confidentiality, availability, integrity, authenticity and/or authorization of the Service, the operating environment or the data processed and/or intended (or that has the potential) to damage or disrupt the Service; and (d) include any restrictions, timers, counters, time-bombs or other similar restrictions. We assume no responsibility or liability for User Data, and you shall be solely responsible for User Data and the consequences of using, disclosing, storing, or transmitting it. Experda reserves the right to monitor your use of the Services and the User Data provided in order to detect and prevent fraudulent activity and/or misuse and/or abuse of the Services and for security and compliance purposes.

6.4. Availability of the User Data.

You acknowledge that: (i) the Services do not operate as an archive or file storage service and we do not necessarily store all of User Data that you may Provide; and (ii) you are solely responsible for, and Experda disclaims all warranties in connection with, the backup of User Data. You may download certain User Data which you Provide to us, which is stored by us as part of the Service, at any time during the Term, provided that you comply with these Terms and any security requirements we may designate.

6.5. No Sensitive Data.

Notwithstanding anything to the contrary, you represent, warrant, and covenant not to Provide (or cause to be Provided), Experda and/or the Services with, any special categories of personal data, sensitive personal data, or any data that is protected under special legislation and requires unique treatment, including, without limitations, (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any similar legislation or regulation in other jurisdiction; (ii) any protected health information (“PHI”) subject to the Health Insurance Portability and Accountability Act (“HIPAA”), as amended and supplemented, or any similar legislation in other jurisdiction, unless your Subscription allows provisioning of PHI; (iii) credit, debit or other payment card data subject to PCI DSS or any other credit card schemes; ((i)-(iii) shall be referred to each and collectively as “Sensitive Data”). You shall indemnify, hold harmless, and defend Experda, its affiliates and subsidiaries, and its employees, agents, and third-party vendors from and against any liability and responsibility of any kind related to your submission of Sensitive Data and the consequences of your violation of this paragraph.

6.6. Anonymous Information.

Notwithstanding any other provision of these Terms, to the maximum extent permitted by law, we may collect, generate, process, use and/or publish Anonymous Information (defined below) relating to your, your Customers’ or your End-Users’ use of the Service, and/or disclose it, in order to provide, improve and publicize the Services and our products and services, in order to track general industry trends, develop and publish white papers, reports and summaries, and for other legitimate business purposes, all the foregoing without restriction or limitation of any kind. “Anonymous Information” means information that does not enable the identification of an individual, such as aggregated and analytics information. For clarity, Anonymous Information will not include any personally identifiable information, and Experda shall own all Anonymous Information collected or obtained by Experda.

7. Intellectual Property Rights

7.1. Intellectual Proprietary Rights.

The Service, including without limitation any, Marks, underlying data, software, platforms, algorithms, technology, application design, any information, logos, trade-names and brands, services, texts, files, animation, images, sound, music, videos, various applications, organization, structure, specifications, Feedback, Experda’s Confidential Information (each as defined below), any and all related or underlying technology and any modifications, enhancements, improvements, and derivatives thereof and all Intellectual Property Rights related thereto (“Experda IPR”) are the property of Experda and/or its licensors who retain at all times all right, title and interest in connection therewith. No transfer or grant of any rights

by Experda is made or is to be implied by any provision of these Terms or by any other provision contained in the Services, except for the limited license set forth in Section 1 above. All rights not explicitly granted to you in these Terms are hereby reserved.

“Intellectual Property Rights” means worldwide, whether registered or not (a) rights associated with works of authorship, designs, mask works, and photography including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress, the right to publicity and goodwill rights; (c) patents, patent applications, and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and/or (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

7.2 Feedback

If you provide any feedback, suggestions, or comments regarding the Services (“Feedback”), Experda shall own all rights, title, and interest in the Feedback without any restriction, and you hereby transfer all rights in such Feedback to Experda. You waive any right to assert moral rights to the Feedback and acknowledge that Experda has no obligation of confidentiality with respect to it.

7.3 Use of Name and Logo

You consent to Experda’s use of your name and logo to identify you as a customer on its website, marketing materials, or public announcements.

7.4 DMCA Compliance

7.4.1 Removal of Copyright Content.

Experda respects the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to the Digital Millennium Copyright Act 17 U.S.C. Section 512 (“DMCA”) we have designated a Copyright Agent (as specified below) to receive notifications of claimed copyright infringement in connection with the use of the Services. Please be advised that we enforce a policy that provides, in appropriate circumstances, for the termination of Services for users who are repeat infringers. If you believe that User Data or content shared or made available through the Services has been copied from you or was otherwise used in a way that constitutes copyright infringement, you may notify us of such infringement via claims@Experda.com, or otherwise contact our designated Copyright Agent, whilst providing the following information in writing: (1) Your physical or electronic signature; (2) the contact details of the person authorized to act on behalf of the owner of the copyright; (3) a description of the copyrighted work that you claim has been infringed; (4) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit Experda to locate the material; (5) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed.

Experda's Copyright Agent can be reached at the following address:

Experda Ltd.

Ben Gurion 18.

Givat Shmuel – 54710

, Israel

Attn: Copyright Agent

Email: claims@Experda.com

If Experda receives notice regarding a copyright infringement related to your content or User Data, Experda may remove or disable access to the content claimed to be a copyright infringement at its sole discretion.

7.4.2 Copyright Counter-Notification.

If you believe that the User Data or content you Provided was removed from the Services by mistake, and that you have the right to post the User Data or content, you may elect to send us a counter-notification in accordance with Section 512 (g)(3) of the DMCA, in which you must include: (1) your full name, address, phone number and physical or electronic signature; (2) identification of the content and its location before it was removed or disabled; (3) a statement under penalty of perjury that the content was removed by mistake or misidentification; (4) your consent to an appropriate judicial body for any judicial district in which Experda may be found; and (5) any other information required under the relevant provisions of the DMCA. Any notices filed pursuant to this Section 4 may be deemed accepted, applicable, and compliant with the DMCA, or not, at Experda's sole reasonable discretion. Experda reserves the right to notify the person or entity providing the infringement notice of such counter-notice and provide such person or entity with any details included therein.

7.5. API Use.

We may offer an application programming interface software that provides additional ways to access and use the Services ("API"). Such API is considered part of the Services, and its use is subject to these Terms. Subject to your compliance with Section 5, you may only access and use our API for your internal business purposes, or if you are an MSP in order to provide your managed Services to your Customers, in order to create interoperability and integration between the Services and other products, services or systems you and/or your Customer use internally ("Integration"). When using the API you should follow our relevant Documentation and developer guidelines, which we may update from time to time at our sole discretion. You shall not use the API for any activity that constitutes or encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any applicable law, including, without limitation, laws related to export control, spamming, privacy, intellectual property, computer access, consumer and child protection, obscenity or defamation, or in any manner that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous or similarly offensive, or intended to be such. Experda

has no responsibility or liability regarding your reliance upon or use of the API and the actions or omissions that you take (or refrain from taking) in connection with the API or any consequences resulting therefrom. You are, and shall always remain, solely responsible and liable for the Integration, and Experda will have no liability or obligations with respect to the same (including support obligations). Experda does not provide any support, maintenance, or other technical assistance regarding the API, and is under no obligation to create or make available any updates or upgrades to the API. We reserve the right at any time to modify or discontinue, temporarily or permanently, the API and/or your End Users' and/or Customers' access to the API (or any part of it) with or without notice, and you are solely responsible to ensure that your, your Customers' and your End-Users' use of the API is compatible with its current version.

8. Scripts

Experda may offer functionalities that allow you to create, submit, upload, share, download, and/or use computer scripts ("Scripts"). You understand that these functionalities or the Scripts may not be available at all times, may not be error-free, may be removed by us at any point and may be subject to third-party terms. If you create, upload and/or share Scripts within or to the Service, you represent, warrant, and covenant that (a) you own or have acquired all the necessary permissions and rights to create, upload or share your Scripts, (b) you have complied and will comply at all times with applicable laws, (c) you have not and will not infringe, misappropriate or violate third party rights (including without limitation Intellectual Property Rights, and proprietary or privacy rights) or applicable laws; and (d) the Script does not contain any malware, viruses or other harmful code. We reserve the right to delete and/or remove, fully or partially, any and all Scripts published on the Services at any time and for any reason. By submitting and sharing Scripts, you hereby grant Experda a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicensable, and transferable license to use, process, reproduce, distribute, adapt, transform, prepare derivative works of, display, and perform the Scripts in connection with the Services. You also hereby grant each user of the Services, the Site, or other viewer or user of the Scripts a non-exclusive right to view, use, reproduce, distribute, prepare derivative works of, display, and perform such Scripts. Experda takes no responsibility or liability in connection with your use of the Scripts (including Scripts created with the AI Features (as defined below)) or any third-party use of the Scripts, and you understand and acknowledge that when accessing and/or using the Services and downloading and/or using the Scripts: (i) you may be exposed to Scripts from a variety of sources, (ii) Experda is not responsible and takes no liability for the accuracy, usefulness, integrity, lawfulness, title or infringement, security, functionality or Intellectual Property Rights of, or related to, such Scripts; and (iii) the Scripts are provided "AS IS" and "AS AVAILABLE", may have errors, and may not be malware-free, and that your interactions with, and use of, the Scripts is at your sole discretion and risk. You hereby agree to waive, and hereby waive, any claims, legal or equitable rights or remedies you may have against Experda with respect to this paragraph.

9. Third-Party Services

9.1. The Services may enable you to engage, connect, use and procure certain third-party services, products, software, and tools in connection with the Services, including, without limitation, remote management tools, third party applications, and products and services offered via the Experda App Center (collectively, "Third-Party Service(s)").

You acknowledge and agree that regardless of the manner in which such Third Party Service may be offered to you (bundled or integrated within certain Services, offered separately by Experda or persons certified or authorized by Experda, offered in the App Center, connected independently by you or otherwise offered anywhere on the Services), Experda merely acts as an intermediary platform between you and such Third Party Service, does not in any way endorse the Third Party Service, and shall not be in any way responsible or liable with respect thereto.

EXPERDA AND ITS AFFILIATES MAKE NO, AND HEREBY DISCLAIM ALL, WARRANTIES, WHETHER EXPRESS OR IMPLIED (BY LAW OR OTHERWISE), WITH RESPECT TO THE THIRD-PARTY SERVICES.

You hereby warrant and represent that (i) you shall not bring any action, claim or proceedings against Experda arising out of or in relation to any Third Party Service; and: (ii) you shall resolve any dispute regarding the Third Party Service directly with the Third Party Service provider, and bring all actions, claims or proceedings regarding the Third Party Service, directly to the Third Party Service provider. Experda may, at any time, at its sole discretion, and with no liability, suspend, disable access to or remove any Third Party Services from your Account and/or from the Services – whether or not incorporated with or made part of your Account.

9.2. Third-Party Services Agreement.

Your relationship with such Third Party Service providers and any terms governing your payment for, and use of, such Third Party Services, including without limitation, the collection, processing, and use of your data by such Third Party Services, are subject to a separate contractual arrangement between you and the provider of a Third Party Service and to its privacy policy (collectively the “Third Party Agreement”). Experda is not a party to, nor responsible, in any manner, for your compliance or the provider of the Third Party Service, compliance with the Third Party Agreement. Notwithstanding the above, when registering procuring, or using Third Party Services through Experda, you thereby instruct Experda to provide the Third Party Services provider the information required in order to register, procure or use such Third Party Service, which may include User Data and/or personal data regarding End-Users.

9.3. Payment for Third Party Services.

Third-Party Services may be offered free of charge or for a certain fee, which may be charged directly by the Third Party service provider or by Experda. Whenever Experda charges for a Third Party Service, you acknowledge that Experda serves only as an intermediary role in reselling or collecting the applicable fees and taxes from you, for the Third Party Service provider and agree that Experda may collect the relevant fees from the payment method provided to Experda or to its payment processor. You hereby acknowledge and agree that certain Third Party Services’ fees and usage calculations, as determined by Experda, may differ from the terms set by the Third Party Service provider, and in any discrepancy between the terms, Experda’s fees and usage calculation shall apply. It is your responsibility to make sure that you are aware of the fee and usage calculation terms prior to registering, installing, or using a Third Party Service. You acknowledge that Experda and any Third Party Service provider, may change the fees for the Third Party Service from time to time, including imposing new fees on a Third Party Service that was provided for free.

Certain Third Party Services allow a free trial period. Following the lapse of such period, your subscription to the Third Party Service shall automatically convert to a paid subscription and you shall be liable to pay the Fees for the usage of such Third Party Service. Experda may offer the option to purchase credits for Third Party Services. These credits are non-refundable and can only be used for payment of eligible Third Party Services. The duration of credit usage is specified in the Order Form. The calculation of credit usage will be performed by Experda. If your usage of Third Party Services exceeds the available credit, Experda will issue an invoice for the excess usage, which you must promptly pay.

9.4. Third Party Website.

The Services may contain resources and content provided by third parties and may include links to third-party websites that are not owned or controlled by Experda. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites, resources and/or content. You: (i) are solely responsible and liable for your use of and linking to third-party websites and any content that you may send or post to a third party website; and (ii) expressly release us from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

10. Confidentiality

10.1 Confidential Information

In the course of using the Services, each party (the “Disclosing Party”) may disclose to the other party (the “Receiving Party”) certain non-public, proprietary, or confidential information, including business, product, technical, and marketing information (“Confidential Information”). Confidential Information includes, but is not limited to, User Data (which is your Confidential Information) and any documentation, performance data, or reports provided by Experda (which is Experda’s Confidential Information). Confidential Information does not include information that:

- (i) becomes publicly available without breach of any confidentiality obligations;
- (ii) was already known to the Receiving Party before disclosure;
- (iii) is disclosed by a third party without any confidentiality obligations; or
- (iv) is independently developed by the Receiving Party.

10.2 Obligations of the Receiving Party

The Receiving Party agrees to take reasonable measures to protect the Confidential Information, limit access to employees and agents on a need-to-know basis, and refrain from disclosing it to any third party except as necessary to perform under these Terms. The Receiving Party may also disclose Confidential Information when required by law, provided they give the Disclosing Party prior notice, or as part of a due diligence process.

11. Term and Termination

11.1 Term

These Terms will become effective on the earlier of: (i) the date you first access or use the Services; or (ii) the date specified in the Order Form, and will remain in effect for the

duration of your Subscription Term as outlined in the Order Form (“Initial Term”), unless terminated earlier in accordance with these Terms.

11.2 Renewal

Unless specified otherwise in the Order Form, your Subscription will automatically renew for successive terms equal in length to the Initial Term at the same price, excluding any promotional offers. You may cancel automatic renewal by contacting support@experda.com prior to the renewal date.

11.3 Termination for Cause

Either party may terminate the Subscription upon written notice if:

- (i) The other party materially breaches these Terms and fails to cure the breach within 30 days of receiving notice; or
- (ii) The other party ceases operations or becomes subject to insolvency proceedings.

Experda may also terminate your Subscription if you fail to pay any Fees on time or use the Services in a manner that interferes with their operation.

11.4 Effect of Termination

Upon termination of your Subscription, your Account and all associated licenses will be revoked, and you will lose access to the Services and User Data. It is your responsibility to download your User Data before termination. Experda may continue to store User Data as per its data retention policy, but it has no liability for any loss of data upon termination.

11.5 Suspension of Services

Experda reserves the right to suspend your access to the Services if it believes that you or a third party (e.g., Permitted Users, End-Users, or Customers) are using the Services in a way that imposes a security risk, causes harm, or raises liability concerns. Experda may also suspend access due to overdue payments.

12. Fees

12.1 Fees and Payment Terms

Your access to and use of the Services, except for Trial Subscriptions, is subject to the payment of Fees as outlined in the Order Form or Site. Fees are based on the number of Permitted Instances or Users and are due even if you do not fully utilize the Services during your Subscription Term. All Fees are charged in advance and are non-refundable unless otherwise stated.

12.2 Changes in Fees

Experda may modify its Fee structure from time to time, and any changes will apply at the start of your next billing cycle. You will be notified of Fee changes at least two weeks before they take effect.

12.3 Resellers

If you purchase a Subscription through a Reseller, any discrepancies between these Terms and your agreement with the Reseller shall be resolved by giving precedence to these Terms. However, any rights not covered in these Terms but provided in the Reseller Agreement apply solely between you and the Reseller.

12.4. Payment Processing. The Order Form may provide the option to purchase a subscription and remit the Fees online using a credit card or other payment methods accepted by Experda. Should you opt for this method, payment processing will be conducted through a third-party payment processor, and additional terms may apply to such transactions. We retain the right to engage other third-party payment processors in the future. By registering for the Services or providing billing information to Experda, you authorize Experda (directly or through its affiliates or other third parties) to charge, request, and collect payments, refunds, or perform other billing activities using your payment method or designated bank account. This includes making inquiries deemed necessary to validate your payment account or financial information to ensure timely payment, including receiving updated payment details from your credit card issuer (such as new expiration dates or card numbers).

12.5. Resellers. If you acquired a Subscription through a Reseller, in the event of any inconsistency between these Terms and the Reseller Agreement (including any purchase order), the following shall apply: (a) these Terms will take precedence over any terms in the Reseller Agreement between you and Experda; (b) any rights provided to you or Permitted Users under the Reseller Agreement that are not included in these Terms are applicable only in relation to the Reseller; and (c) you must seek resolution or enforcement of such rights solely with the Reseller, not with Experda. Your Subscription and that of your Permitted Users are contingent upon Experda receiving the applicable Fees from the Reseller. We reserve the right to assign the billing of Fees to Experda or any other authorized third party, requiring you to remit Fees directly to us or the designated third party. Despite this, Experda may utilize its payment processor or other third parties as its Merchant of Record for online transactions, and such third-party terms, as outlined on the Platform, will also apply. Experda retains all rights to enforce your payment obligations.

12.6. Chargebacks and Late Payment. If a decline, chargeback, or other form of non-payment of any Fees due is recorded on your Account (“Chargeback”), this will be deemed a material breach of your payment obligations, and your Subscription may be suspended or terminated until all outstanding Fees, including any fees and expenses incurred by Experda and/or third-party services for each Chargeback (such as daily interest, handling, and processing charges), are fully paid. This is in addition to any other remedies available to us under these Terms or applicable law.

13. Warranty Disclaimer

13.1. The Services are provided on an “AS IS” and “AS AVAILABLE” basis, without any express or implied warranties. You assume full responsibility for accessing and using the Services and selecting them to meet your desired outcomes. Experda, its affiliates (including their directors, officers, employees, contractors, agents, and successors) (“Experda Indemnitees”), licensors, and third-party providers disclaim all warranties, including but not limited to, merchantability, functionality, title, fitness for a particular purpose, and non-infringement. Experda further disclaims liability for any delays, failures, interception, alteration, loss, or damages (including to user data) beyond our reasonable control.

13.2. Experda, Experda Indemnitees, and third-party providers do not warrant that the Services will be timely, secure, uninterrupted, error-free, that data will not be lost, that defects will be corrected, or that the Services are free from viruses or harmful code, or that the servers hosting them are free from such components, or that errors/bugs are reproducible or repairable.

13.3. Except as expressly stated, Experda, Experda Indemnitees, licensors, and third-party providers disclaim any warranty or representation that the Services are complete, accurate, of a certain quality, reliable, suitable for any particular use, or compliant with applicable laws, or regarding any content, information, reports, or results obtained through the Services.

13.4. Certain jurisdictions may not allow the exclusion of certain warranties, and thus such exclusions may not apply.

14. Limitation of Liability

14.1. To the fullest extent permitted by law, Experda, Experda Indemnitees, and third-party providers shall not be liable for any indirect, compensatory, exemplary, special, consequential, punitive, or incidental damages (including but not limited to lost profits, business opportunities, business interruptions, income, goodwill, use, data, or other intangible losses) resulting from your use of the Services or Site, or reliance on any information contained therein, or any errors, inaccuracies, omissions, defects, security incidents, data incidents, or breaches. This limitation applies even if Experda has been advised of the possibility of such damages.

14.2. In no event shall the aggregate liability of Experda, its affiliates, licensors, or third-party providers under or in connection with these Terms, any Order Form, addendum, or related agreement, including any data protection addendum, exceed the total amount of Fees actually paid by you in connection with the applicable account during the three months immediately preceding the event giving rise to such liability. This limitation of liability is cumulative and not per incident.

14.3. The exclusions and limitations of liability set forth in this section shall apply even if you have been advised of the possibility of losses or damages, even if any remedy fails of its essential purpose, and regardless of the basis of liability (such as breach of contract or tort).

15. Indemnification

You agree to defend, indemnify, and hold harmless Experda, its affiliates, and their respective officers, directors, agents, licensors, suppliers, consultants, and employees from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from: (i) your use of the Services, Account, and/or User Data; (ii) any third-party claim related to your use of the User Data; (iii) your breach of these Terms; and/or (iv) your failure to comply with applicable laws, including data protection laws or regulations.

16. General

16.1. Export Control; Sanctions.

The Services and your Subscription may be subject to Israeli, U.S., or foreign export controls, laws, and regulations (collectively, the "Export Controls"). By using the Service, you acknowledge and confirm that: (i) you are not located or using, exporting, re-exporting, importing, or offering your Subscription, the Services (or any portion thereof) in or to any

person, entity, organization, jurisdiction, or otherwise, in violation of the Export Controls; (ii) you are not: (a) organized under the laws of, operating from, or otherwise ordinarily resident in a country or territory that is the target or subject to Israeli sanctions or comprehensive U.S. economic or trade sanctions (currently, Cuba, Iran, Syria, Lebanon, North Korea, or the Crimea region of Ukraine), (b) identified on a list of prohibited or restricted persons, such as the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, (c) the target of U.S. sanctions; or (d) controlled under the U.S. International Traffic in Arms Regulations or similar laws in other jurisdictions, or otherwise requires any special permission or license, in respect of its use, import, export, or re-export hereunder. Experda may further, with or without notice, limit the geographical availability of the Services due to security reasons, at its own discretion; and (iii) you are solely responsible for complying with applicable Export Controls and sanctions, which may impose additional restrictions, prohibitions, or requirements on the use, export, re-export, or import of the Services and/or the User Data.

16.2. Government Use.

If you are a U.S. government entity, or these Terms otherwise becomes subject to the Federal Acquisition Regulations (FAR), you acknowledge that the Services constitute a "commercial item", "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, DFARS 252.227-7014 and DFARS 227.7202. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in these Terms. If a government agency needs additional rights, it must negotiate a mutually acceptable signed written addendum to these Terms specifically granting those rights.

16.3. Assignment. These Terms and any associated rights may not be transferred or assigned by you without our written consent, except in the case of a merger, acquisition, or sale of assets or voting rights, provided that you notify us in writing and the assignee agrees in writing to assume all obligations under these Terms. We may assign our rights or obligations and transfer ownership of the Services to a third party without your consent or notice. Unauthorized assignments are void.

16.4. Modifications. We reserve the right to amend these Terms at our discretion. Material changes will be effective ten days after notice or posting on the Site. Non-material changes, regulatory, security, or data protection changes, and feature modifications are effective immediately. We may also alter or discontinue features without notice. Material adverse changes will be communicated through notice on the Site, via the Platform, email, or other means.

16.5. General. These Terms, the DPA, and the Order Form represent the complete agreement between you and Experda regarding the Services and Subscription and supersede all prior agreements. Section headings are for convenience only and do not affect construction. Neither party shall be liable for failures due to causes beyond reasonable control. These Terms do not create any employment, partnership, joint venture, or agency relationship. There are no third-party beneficiaries. If any provision is unenforceable, the Terms shall be construed without it. Failure to exercise any right does not waive the right to exercise it or any other right in the future. Any translated version of these Terms is for convenience; the

English version shall prevail in case of conflict. Any cause of action must commence within one year of accrual or be permanently barred.

17. Governing Law and Disputes

17.1. These Terms and disputes between you and Experda are governed by the laws of the State of Israel, excluding its conflict of laws rules.

17.2. The exclusive jurisdiction for disputes shall be the courts in Tel Aviv-Yaffo, and both parties consent to this jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act do not apply. Experda reserves the right to seek injunctive relief in any jurisdiction.

17.3. Class Action Waiver. Any disputes must be resolved individually, and neither party will pursue class actions, representative actions, or collective actions. Arbitrations or proceedings cannot be joined or consolidated without written consent from all parties.

Last updated: September 9, 2024