

Terms and Conditions

For the Provision of Cato Services

IF YOU PURCHASE CATO SERVICES FROM VIDENS, THESE TERMS AND CONDITIONS WILL GOVERN YOUR PURCHASE AND ONGOING USE OF THE SERVICES. YOU WILL HAVE ACCEPTED AND SHALL BE BOUND BY THESE TERMS AND CONDITIONS BY EXECUTING OR SIGNING AN ORDER FORM THAT REFERENCES THESE TERMS AND CONDITIONS.

1. DEFINITIONS

“**Affiliate**” shall mean and include any entity or association controlled by, controlling or under common control of a party hereto, whether by ownership, by contract or otherwise.

“**CATO**” means Cato Networks Ltd., an Israeli company, having its principal place of business at 3 Rothschild Blvd, Tel Aviv, Israel 6688106.

“**Customer Premises Equipment**” or “**CPE**” means any hardware and equipment provided by Videns or CATO to Customer for use in connection with the Service.

“**Change Order Form**” means Videns’ change order form for the initiation of changes or revisions of any Services ordered by Customer.

“**Contract Term**” means the Order Term stated on the Order Form during which the Services on the Order Form will be delivered by Videns.

“**Customer**” means the company or other legal entity which is ordering the Services and which is accepting these Terms and Conditions, and Affiliates of that company or entity.

“**Force Majeure Event**” means a degradation of the performance of a party’s obligations under these Terms and Conditions due to a cause beyond the reasonable control of such party, including acts of God, fire, flood, or other catastrophes; acts of government; national emergencies, insurrections, riots, war or acts of war or terrorism.

“**Location**” means any Customer site, office or place where the Services are provided.

“**Order**” means an order for a Service specified in an Order Form that has been signed by duly authorized Customer personnel and accepted in writing by Videns.

“**Order Form**” means Videns’ order form for the provision of the Services.

“**Purchased Services**” means Services and CPE that Customer or its Affiliates purchase under a paid subscription.

“**Subscription Term**” means the term of Services subscribed for under the subject Order, which shall be the same as the Order Term set forth in the applicable Order Form for each Location.

“**Service(s)**” means the services to be provided by Videns to Customer as specified in an Order, including but not limited to (i) the CATO proprietary software as a service (SaaS), known as the Cato Cloud, (ii) any software that is delivered to Customer by CATO or Videns or is provided with the Customer Premises Equipment; (iii) all revisions, corrections, modifications, enhancements, improvements and/or updates and upgrades to the foregoing, and (iv) all related documentation included in the package and/or placed on

CATO’s World Wide Web site.

“**Service Commencement Date**” means the requested Service Commencement Date stated on the Order Form.

“**Software**” means computer programs in object code, as applicable, provided or to be provided by Videns or CATO pursuant to Customer’s Order, and excluding any proprietary software provided by Customer.

“**User**” or “**End User**” means all users of the Services under the subject Order, including Customer, its Affiliates and any other entity or entities designated in an Order as the recipient of the Services.

“**Videns**” means Videns IT Services B.V. having its principal place of business at Orteliuslaan 850, 3528 BB Utrecht, The Netherlands.

2. ORDERING, TRANSITION, CHANGES AND RENEWAL

2.1 Subject to these Terms and Conditions (including payment of all applicable subscription fees) and during the Subscription Term, Videns and CATO shall make the Services available to Customer to be used by Customer’s Users solely for non-commercial internal use of Customer during the Subscription Term. For this purpose Videns will enable an account for Customer to access the Service (“**Account**”).

2.2 These Terms and Conditions apply to the Services as well as to the CPE, updates, and upgrades subsequently provided by Videns to Customer. CATO may update the functionality, user interface, usability and other user documentation, training and educational information of, and relating to the Service from time to time in its sole discretion and in accordance with these Terms and Conditions as part of its ongoing mission to improve the Service and Customers’ use of the Service.

2.3 **Ordering:** Customer will issue Orders and Videns will accept Orders for the provision of the Services only in the form of duly signed Order Forms. All executed Orders are non-cancellable and all amounts paid are nonrefundable.

2.4 **Activation period:** Customer may schedule the initial activation of the Services by Videns for each Location, and Videns will make reasonable efforts to deliver and activate the services as scheduled by Customer, during the period from acceptance of the Order Form until the Service Commencement Date.

2.5 **Subscription start and end date:** The Services shall be provided for an initial period as defined under Order Term in the relevant Order Form. Unless agreed otherwise in writing between Videns and Customer, the Subscription Term for all Locations shall commence as of the Service Commencement Date set forth in the relevant Order Form, and shall continue co-term for the length of time (Order Term) referenced in the Order Form. Videns shall send Customer a renewal Order Form at the latest 60 days prior to the end of the Order Term

for an additional period equal to the expiring Order Term. The renewal Order Form shall contain the fees for the new subscription period. The renewal shall be deemed to be accepted by Customer, without confirmation, unless Customer gives notice by email of non-renewal at least 30 days before the end of the expiring Order Term.

- 2.6 **Changes:** Customer may request revisions or changes to Orders using a Change Order Form in respect of any upgrades, downgrades, re-configuration or re-location of any Services ordered. All changes may be subject to Charges and other commercial considerations which will be detailed by Videns on the Change Order Form.
- 2.7 **Flexibility:** During the Subscription Term, Videns and CATO shall provide the purchased capacity (i.e. bandwidth, number of mobile users, etc.) and functionality per site as defined in the original Order Form. Locations can be moved within the same region (as defined by CATO from time to time) at any time during the Subscription Term upon Customer's request. Locations cannot be moved across different regions. Capacity can be adjusted or redistributed within the same region, at any time during the Subscription Term upon Customer's request, as long as the total capacity and number of sites in the region remains the same. Capacity adjustments may occasionally cause a price increase, as CATO uses a tiered pricing model. Additional capacity may be purchased by Customer at any time during the Subscription Term, for the remainder of the applicable Subscription Term, based on the same terms of the original pricing calculation (i.e., per user and/or per bandwidth price) set forth in the Order Form.
- 2.8 **Co-Term:** Should any Order be submitted to Videns by Customer for additional Services or CPE (an "**Additional Order**") during any existing Subscription Term or renewal Subscription Term, the initial Subscription Term of such Additional Order shall be pro-rated to concur with the existing Subscription Term or renewal Subscription Term so that the termination of all current Subscription Terms and all subsequent renewal Subscription Terms shall coincide to take effect on the same date. Applicable fees shall be pro-rated in accordance with any pro-rated Subscription Term or renewal Subscription Term.

3. CHARGES, INVOICES, PAYMENT AND TAXES

- 3.1 **Charges:** The Charges will be as agreed per the Order Form(s) and are based on Services purchased and not actual usage. Recurring Charges will apply per Location, from the date of activation of the Services by Videns for each Location. In case of delay caused by Customer, which delay would prevent Videns from delivering the Services on or before the Service Commencement Date set forth in the relevant Order Form, the recurring Charges will apply from the Service Commencement Date.
- 3.2 **Currencies:** Charges are quoted and payments are to be effected in the currencies stated on the relevant Order Forms.
- 3.3 **Shipping terms:** Unless specifically agreed otherwise, the delivery of all goods and any equipment required for or associated with the provision of the Service, will be DAP (Delivered At Place – Incoterms 2010).
- 3.4 **Invoicing:** Videns will invoice all fixed recurring charges monthly in advance, all other recurring charges monthly in arrears. Videns will invoice all charges for one-time Services 50% upon acceptance of the Order Form and 50% on completion of the one-time Service.
- 3.5 **Payment:** All invoices are due and payable within 30 days of the date of receipt of the invoice. Payment will be made by wire transfer to the bank account nominated by Videns. Customer shall notify Videns within 30 days of the date of the invoice of any amount which it reasonably disputes. Failing to notify any disputes, Customer will be deemed to have accepted the amounts stated on the invoice. Customer shall

have the right to withhold payment only of reasonably disputed amounts. Except in case of breach, payment obligations are non-cancellable and charges paid are non-refundable.

- 3.6 **Taxes:** The amounts listed in the Charges Schedule and on the Order Forms do not include taxes, including VAT, sales, excise duties, gross receipts and withholding taxes, universal service fund fee, and any similar tax or any government imposed fees or surcharges which may be applicable thereto and which will be invoiced to Customer in accordance with local law. Customer agrees to pay or reimburse Videns for all such taxes or fees, excluding tax on Videns income. In respect of withholding tax, Customer will pay such additional amounts as may be necessary, such that Videns receives the amount it would have received had no withholding been imposed. Videns will make reasonable efforts to inform Customer upon Customer's request of the taxes applicable to any Order, provided that Videns' failure to inform Customer will not bar Videns from requiring the payment or reimbursement of any such tax.
- 3.7 **Non-payment:** Failure by Customer to pay any charges in accordance with these Terms and Conditions, except for any amount disputed in accordance with Article 3.5, will entitle Videns to charge interest at the statutory rate of the outstanding balance from the date such payment was due until the date paid. Videns will be entitled to suspend the Service to which the non-payment relates, provided that (i) Videns will have given Customer a 90 days' notice of its intention to do so and (ii) Customer having failed to pay the overdue amounts during that time. The exercise of these remedies is without prejudice to Videns' other rights and remedies under these Terms and Conditions.

4. PUBLICITY AND TRADEMARKS

- 4.1 Customer permits Videns to identify Customer as a customer of Videns and to display Customer's logo in connection with identifying Customer as a customer of Videns.
- 4.2 Videns shall be entitled to publicise the fact that Customer is a customer of Videns for the Services.

5. INTELLECTUAL PROPERTY RIGHTS

All rights in inventions, patents, design rights, copyrights, trade-marks, trade names, internet domain names, e-mail addresses, database rights, trade secrets, know-how, in each case, whether registered or unregistered, and any other intellectual property right whatsoever and wherever enforceable ("**Intellectual Property Rights**") in the Services are either owned by or licensed to Videns. Nothing contained in the Order or in these Terms and Conditions will be deemed to convey any title or ownership interest in any Intellectual Property Rights to Customer or Users, nor are any rights or licenses granted under these Terms and Conditions with respect to any Intellectual Property Right, except as otherwise expressly provided in Article 6 or elsewhere in these Terms and Conditions.

6. SOFTWARE

- 6.1 If required to enable Customer to use a Service, Videns will grant Customer and Users for the Contract Term a non-exclusive, non-transferable, revocable license to use Software strictly for such purpose. Customer agrees not to produce, copy (except for the purpose of retaining a back-up copy), alter, modify, or add to the Software or any part thereof, nor to attempt or to allow a third party to attempt to reverse engineer, translate or convert the Software from machine readable to human readable form, except as permitted by applicable law.
- 6.2 CATO Software furnished by Videns in relation to the Service is copyrighted and remains the property of CATO. The Customer's and its Users' use of the Services and CPE is governed by the terms of Cato Networks User Agreement

which is attached in the Annex hereto.

7. MUTUAL INDEMNIFICATION

- 7.1 Videns and/or its licensors, at its expense, shall indemnify, defend and hold Customer harmless against any claim, demand, suit, or proceeding (“**Claim**”) made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney’s fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives Videns written notice of the Claim; (b) gives Videns sole control of the defense and settlement of the Claim (provided that Videns may not settle any Claim without Customer’s prior written consent and unless the settlement unconditionally releases Customer of all liability); and (c) provide to Videns all reasonable assistance.
- 7.2 Customer shall, at its expense, defend Videns and/or its licensor(s) against any Claim made or brought against Videns by a third party alleging that Customer’s data, or Customer’s use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Videns for any damages finally awarded against, and for reasonable attorney’s fees incurred by, Videns in connection with any such Claim; provided, that Videns (a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally releases Videns of all liability); and (c) provides to Customer all reasonable assistance.
- 7.3 Videns will have no obligation to defend Customer or to pay costs, damages or fees for any claim based on (a) use of the Service or of any part thereof other than the current unaltered Service provided by Videns, if such infringement would have been avoided by the use of the current unaltered Service provided by Videns; or (b) the combination, operation or use of a Service, or of any part thereof, with non-Videns services, equipment or software, if such infringement would have been avoided by not combining, operating or using such Service or part thereof with other such non-Videns service, equipment or software.
- 7.4 This section 7 (Mutual Indemnification) states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of Claim described in this section.

8. CONFIDENTIAL INFORMATION.

Customer and Videns agree for the duration of the provisioning of the Service by Videns and for 3 years thereafter to treat any confidential information regarding the Service and any other information provided by one party to the other party that would reasonably be understood to be confidential (“**Confidential Information**”) as strictly confidential, and use such Confidential Information only for the purposes of using or provisioning the Service as permitted hereunder.

9. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 9.1 Neither Videns nor Customer will be liable, whether for negligence, breach of contract, misrepresentation or otherwise, for any indirect, incidental or consequential loss or damage, howsoever arising, including loss of use or loss of data or lost time, revenue, profits, goodwill, anticipated savings, or any business interruption of any kind, in each case even if advised of the possibility of such loss or damage.
- 9.2 Except for completing any payment obligations, neither Videns nor Customer will be liable for any delay or for the consequences of any delay in fulfilling any of its obligations these Terms and Conditions if such delay is due to a Force Majeure Event.
- 9.3 Except for completing any payment obligations, Videns’ and Customer’s liability, whether for negligence, breach of contract, misrepresentation or otherwise, for direct loss or damage under these Terms and Conditions will be limited, for each event or series of connected events, as follows: (a) for damage or destruction of tangible property, Euro 2,500,000; (c) for all other events, the Charges incurred under the subject Order in the 12 months immediately preceding the cause of action. The foregoing shall not limit the Customer’s payment obligations under these Terms and Conditions.
- 9.4 Nothing in these Terms and Conditions will exclude or restrict any Party’s liability for death or personal injury caused by negligence, or fraud or deceit.

10. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and all matters arising from or in connection with the interpretation or enforcement of these Terms and Conditions will be governed exclusively by the laws of the Netherlands, without regard to its conflicts of laws provisions. Videns and Customer agree to submit to the jurisdiction of the competent court in the Netherlands.

Annex

Cato Networks User Agreement

THESE CONDITIONS WILL GOVERN CUSTOMER'S PURCHASE AND ONGOING USE OF THE CATO SOLUTIONS AND CATO SERVICES PROVIDED BY VIDENS. CUSTOMER WILL HAVE ACCEPTED AND WILL BE DEEMED TO HAVE ENTERED INTO THIS AGREEMENT WITH CATO NETWORKS AND SHALL BE BOUND BY ITS CONDITIONS BY EXECUTING OR SIGNING A VIDENS ORDER FORM FOR CATO SOLUTIONS:

1. DEFINITIONS.

- 1.1. **"Authorized User"** means any employee, contractor, representative, or other person acting on Customer's behalf who is authorized by Customer to use the Cato Service and who has been supplied with access to the Cato Service by either Customer or CATO, at Customer's written request.
- 1.2. **"Cato Service(s)"** shall mean (i) the CATO proprietary software as a service (SaaS), known as the Cato Cloud, (ii) any software that is delivered to Customer by CATO or its distributors or is provided with the Hardware; (iii) all revisions, corrections, modifications, enhancements, improvements and/or updates and upgrades to the foregoing, and (iv) all related documentation included in the package and/or placed on CATO's World Wide Web site.
- 1.3. **"Hardware"** shall mean all hardware sockets provided to Customer by CATO and/or its approved distributors pursuant to this Agreement, if any.
- 1.4. **"Intellectual Property Rights"** shall mean any and all worldwide, whether registered or not (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) trademarks, trade names, service marks, logos, trade dress, goodwill and domains ("**Trademarks**"); (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.
- 1.5. **"Solution(s)"** shall mean the Cato Service and Hardware.

2. CUSTOMER OBLIGATIONS AND LIMITATIONS.

- 2.1 Customer will designate a specific person or persons authorized by Customer to manage and support the account enabled by CATO for Customer to access the Cato Service, including the creation of usernames and passwords for Authorized Users. Customer is solely responsible for maintaining the status of its Authorized Users. Customer and its Authorized Users will maintain the confidentiality of all usernames, passwords, access, and account information under their control. Except to the extent caused by CATO's breach of this Agreement, including its obligations under Section 4 (Confidential Information), CATO is not responsible for unauthorized access to the Account. Customer will contact CATO promptly if (i) if Account information is lost, stolen, or disclosed to an unauthorized person; (ii) Customer reasonably believes that the Account has been compromised, including any unauthorized access, use, or disclosure of account information; or (iii) any other breach of security in relation to its passwords, usernames, access information, or Cato Service that may have occurred or is reasonably likely to occur.
- 2.2 Customer shall not (i) copy, reproduce, sell, license (or sub-license), lease, loan, assign, transfer, or pledge the Solutions

or any part thereof, or otherwise permit any third party to do any of the foregoing; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance or create any derivative works or otherwise merge or utilize all or any part of the Solutions with or into any third party materials or components or attempt to access or discover the Cato Service's source code; (iii) place the Cato Service onto a server so that it is accessible via a public network or use the Cato Service for timesharing or Service Bureau purposes; (iv) ship, transfer, or export the Solution or any component thereof or use the Solution in any manner, prohibited by law, including without limitation to, sell, distribute, export or download Solutions: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon or Syria, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list; (v) contest CATO's Intellectual Property Rights to the CATO IPR; (vi) use the Cato Service that is installed on or embedded or included in any Hardware on any server or hardware other than the Hardware as delivered by CATO or its distributor; (vii) remove or add any labels, notices or logos to the Solutions, (viii) perform any act or be responsible to any omission that is illegal or in CATO's discretion jeopardizes, destabilizes, interrupts or encumbers the Solutions or their servers and/or has a detrimental impact on CATO and/or CATO IPR; (ix) transmit or upload any spam, viruses, spyware or other harmful, infringing, illegal, disruptive or destructive content, messages or files; (x) access any Solution and/or its servers through or use with the Solutions any unauthorized means, services or tools, including, without limitation, any data mining, robots, or similar automated means or data gathering and extraction tools, including, without limitation, in order to extract for re-utilization of any parts of the Solutions; (xi) use the Solution for any purpose other than as permitted by this Agreement; (xii) utilize the Solutions including without limitation any related point of presence, servers and network, in any way which will result in the violation or circumvention of any applicable laws or regulations including, without limitation, those enforcing censorship, privacy, government authority restrictions or other; (xiii) directly or indirectly conduct any penetration testing (including to users' systems, network and/or servers) through or using the Solutions and/or their respective connectivity or networks; (xiv) use the Solutions in a manner that does not comply with any restrictions and limitations set forth in Customer's Order Form (including number of sites, users, and bandwidth volume, and device limitations set forth therein); or (xv) cause or permit any third party to do any of the foregoing.

- 2.3 Customer is solely responsible for acquiring and maintaining all of the hardware, software and services necessary to access and make use of the Solutions, including without limitation paying all fees and other costs related to internet access. Customer shall use the Solutions in a proper environment as set forth in the Solution documentation on CATO's website: (currently: <https://cc2.catonetworks.com/doc/Content/Topics/Overview.htm>) and in compliance with the applicable operating instructions and all applicable laws and regulations and for no purpose other than as specifically authorized in the Solution documentation, including without limitation, Customer shall not use the Solution for the purpose of circumvention of government censorship, laws or regulations.
- 2.4 CATO may require Customer to enable and permit Customer and/or CATO (and/or its third party contractors) to process network traffic including traffic data and URL(s), IP address(es) used in connection therewith ("Traffic") to support the Cato Services, all in accordance with CATO's Data Processing and Privacy Agreement available at: <https://www.catonetworks.com/cato-networks-data-processing-and-privacy-agreement/> ("Data Processing Agreement").
- 2.5 By using the Solutions, Customer provides its consent that all personally identifiable information, if any, submitted by Customer or processed through the Solutions may be processed by CATO in the manner and for the purposes described in this Section and in accordance with CATO's Data Processing Agreement. Customer undertakes to comply with all applicable privacy laws and regulations (including all registration and notice requirements), inclusive of the CATO Data Processing Agreement and to the extent that Customer or its users use the CATO Website, the applicable privacy policy available at <http://www.catonetworks.com/privacypolicy>; and Customer shall ensure that it obtains all applicable consents required by law for data processing by CATO of personal information submitted by Customer, if any.

3. OWNERSHIP

- 3.1 Title and risk of loss and damage to the Hardware shall transfer to Customer upon delivery. Upon termination (by expiration or otherwise) of the Agreement, title to the Hardware shall automatically transfer back to CATO (free and clear of any liens or encumbrances) and Customer, at its cost, shall promptly return the Hardware to CATO in good working order, taking into account normal depreciation and wear and tear, at the Point of Delivery or at such other address as directed by CATO. Should Customer fail to return the Hardware within seven (14) days of the termination and/or expiration of this Agreement, Customer shall pay CATO the lesser of either: (i) the subscription fees for the applicable Solution at CATO's rates until the Hardware is returned to CATO; or (ii) two (2) times the current listed price of such Hardware.
- 3.2 Notwithstanding any other provision to the contrary, all Confidential Information, Trademarks, Feedback (as defined below) and the Solutions, including without limitation all Cato Service and Hardware and all improvements, enhancements and derivatives thereof and all Intellectual Property Rights thereto ("CATO IPR") are exclusively owned by CATO and/or its licensors. This Agreement does not convey to the Customer any right, title or interest in the CATO IPR.
- 3.3 Feedback from Customer regarding the Solutions and Cato Services, their use or any suggested improvements, enhancements or derivatives ("Feedback") is welcomed by CATO. Customer is not required to provide Feedback, however, to the extent that it does so, such Feedback shall not constitute Customer's Confidential Information and

Customer acknowledges that CATO may use such feedback in any manner CATO sees fit, without payment of royalty or any other consideration.

4. CONFIDENTIAL INFORMATION.

The Solutions contain valuable trade secrets of CATO and any disclosure or unauthorized use thereof will cause irreparable harm and loss to CATO. Customer expressly undertakes to retain in confidence and to require its employees to retain in confidence all information and know-how in respect of the Solutions and/or that are transferred to, or discovered by Customer ("Confidential Information"). Customer expressly undertakes to (i) limit dissemination of the Confidential Information solely to its employees who have a need to know and who are bound by obligations and restrictions as to confidentiality and Intellectual Property Rights no less restrictive on said employees and no less protective of CATO IPR and Confidential Information than the terms hereof; (ii) not disclose the Confidential Information to any third party; and (iii) not use the Confidential Information for any purpose other than as explicitly permitted herein.

5. LIMITATIONS OF LIABILITY.

NEITHER CUSTOMER NOR CATO NOR CATO'S AFFILIATES, LICENSORS, SUPPLIERS, REPRESENTATIVES OR DISTRIBUTORS OR THEIR SHAREHOLDERS, MANAGERS, DIRECTORS, OFFICERS, AFFILIATES AND EMPLOYEES ("CATO AFFILIATE") RESPECTIVELY BE LIABLE UNDER ANY LEGAL THEORY WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF DATA INCLUDING ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOLUTION OR OTHER PECUNIARY LOSS) ARISING OUT OF CATO SERVICES PROVIDED HEREUNDER AND/OR THE USE OF OR INABILITY TO USE THE SOLUTIONS OR ANY PART THEREOF EVEN IF CATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION ON LIABILITY SHALL NOT APPLY IN RESPECT OF CUSTOMER'S LIABILITY UNDER SECTIONS 3 AND 4 IN THIS AGREEMENT. CATO SHALL HAVE NO LIABILITY IN CONNECTION HERewith, INCLUDING WITHOUT LIMITATION, FOR ANY WARRANTY, INSTALLATION SERVICES, OR USE OF THE SOLUTION. IN THE EVENT THAT DESPITE THE AFOREMENTIONED LIMITATION OF LIABILITY ANY COMPETENT AUTHORITY WILL FIND CATO OR ANY CATO AFFILIATE LIABLE, CATO'S AND/OR CATO AFFILIATE'S AGGREGATE LIABILITY SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE SUBSCRIPTION FEES PAID BY CUSTOMER TO CATO FOR THE SOLUTION DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

6. DISCLAIMER OF WARRANTY.

CATO DOES NOT WARRANT THAT THE SOLUTIONS WILL BE UNINTERRUPTED OR ERROR-FREE.

THE SOLUTION IS NOT DESIGNED FOR USE WITH CRITICAL OR LIFE SAVING INFRASTRUCTURES, SYSTEMS THAT CONTAIN OR PROTECT AGAINST DANGEROUS OR HAZARDOUS MATERIALS OR FORCES, NATIONAL SECURITY PURPOSES OR NUCLEAR, CHEMICAL, OR BIOLOGICAL WEAPONS.

7. GOVERNING LAW & JURISDICTION.

- 7.1 This Agreement is governed by the laws of the State of Israel without regard to conflict of laws provisions thereof. The courts of Tel Aviv, Israel shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement and both parties hereby irrevocably submit to the exclusive jurisdiction of those courts.

8. GENERAL.

- 8.1 This Agreement is the entire agreement between Customer and CATO in respect of the subject matter herein and this

- Agreement shall not be modified except as provided herein.
- 8.2 CATO reserves the right to modify this Agreement and to impose new or additional terms or conditions on Customer's use of the Solution at any time, provided that in respect of any material change which adversely affects Customer (including pricelist updates): CATO and/or a CATO distributor shall notify Customer via email or by means of a prominent notice on CATO's website and the change shall take effect upon renewal of Customer's then current Subscription Term of the Cato Services.
- 8.3 CATO may assign this Agreement, in whole or in part, in its sole discretion. Customer may not assign or otherwise transfer this Agreement or any of Customer's rights and obligations under this Agreement to any third party without the prior written consent of CATO. Any unauthorized assignment will be void and of no force or effect.
- 8.4 Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Customer and CATO, its Affiliates and successors or assignees any rights, remedies or other benefits under or by reason of the Agreement.
- 8.5 No failure or delay on the part of CATO or its distributor hereto in exercising any right, power or remedy shall operate as a waiver thereof, any waiver granted by CATO and/or a distributor hereunder must be explicit and in writing and shall be valid only in the specific instance in which given.
- 8.6 The terms and conditions of this Agreement shall apply to all Orders, and any additional or inconsistent terms appearing on purchase orders generated by Customer, if applicable, are not incorporated into this Agreement and are not otherwise binding on CATO.

END OF TERMS AND CONDITIONS FOR THE PROVISION OF CATO SERVICES

VIDENS IT SERVICES B.V.

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