

Control's End User License Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PLATFORM, AND NOTE THAT THIS AGREEMENT INCLUDES ESSENTIAL DISCLAIMERS OF WARRANTIES.

By clicking the “Accept” button, or installing and/or using the Control’s management platform facilitating the management of construction and infrastructure projects, accessible through its mobile software application (“App”) and/or through its web page at <https://app.control.site> (collectively with the App, the “Platform”), you expressly acknowledge and agree that you are entering into a legal binding agreement with **Construction Control (CCS) Solutions Ltd.** (“Control”, “we”, “us” or “our”) and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement (“Agreement”).

You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not download, install or use of the Platform.

1. **Ability to Accept.** By installing and/or using the Platform you affirm that you are over eighteen (18) years old.
2. **License.** Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, license (“License”) to: (i) download or install the App on a mobile phone, tablet, computer or any other device (each a “Device”) that you own or control; and (ii) access and use the Platform in accordance with this Agreement and any applicable Usage Rules (defined below).
3. **Restrictions.** You agree not to, and shall not permit any third party to: (i) sublicense, distribute, sell, lease, lend or rent, the Platform; (ii) make the Platform available over a network where it could be used by multiple devices owned or operated by different people at the same time, except if explicitly authorized by us in writing; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of the Platform; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the Platform or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the Platform or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Platform; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Platform; (vii) use any communications systems provided by the Platform to send unauthorized and/or unsolicited commercial communications; (viii) use Control's name, logo or trademarks without our prior written consent; (ix) using the Platform for illegal spam activities, including gathering email addresses and personal information from others, sending any mass commercial emails including but not limited to advertising, promotional materials, “junk mail”, “spam”, or any other form of solicitation; (x) use the Platform to design and/or develop a competing service or product; and/or (xi) use the Platform to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
4. **Account.**
 - 4.1. In order to use some of the Platform features you may have to create or use an account (an “Account”). If you create an Account, you must provide accurate and complete information of yourself. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account.
 - 4.2. In order to create an Account and to use the Platform, we and your employer, or the entity or person you are acting on its behalf or relating to its project (“Control’s Client”), have entered into a binding service agreement (“Control-Client Service Agreement”). Control’s Client shall approve you as an authorized user and allow you to use the Platform, unless otherwise agreed in writing between us and Control’s Client.
5. **Usage Rules.** If you are downloading or receiving access to the App or the Platform from a third party mobile device platform or service provider (“Distributor”), please be aware that the Distributor may have established usage rules which also govern your use of the Platform (“Usage Rules”). We specifically refer to the Usage Rules of certain Distributors below in the section below entitled '*Distributor Requirements and Usage Rules*', but other Usage Rules may be applicable depending on where the App has been downloaded from or where the Platform has been accessed from. You acknowledge that, prior to downloading the App, or accessing the Platform, from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules. The Usage Rules that are applicable to your use of the Platform are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the Platform; if you are unable to make such a representation you are prohibited from installing and/or using the Platform.

- 6. Distributor Requirements and Usage Rules for Apple.** If you download the App from the Apple, Inc. (“**Apple**”) App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:
- 6.1. You acknowledge and agree that:
- 6.1.1. this Agreement is concluded between Control and you only, and not with Apple, and Control and its licensors, and not Apple, are solely responsible for the App and the content thereof.
 - 6.1.2. your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.
 - 6.1.3. the License granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the IOS;
 - 6.1.4. Control is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
 - 6.1.5. Control is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Control' sole responsibility;
 - 6.1.6. Control, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with the App's use of HealthKit and HomeKit frameworks;
 - 6.1.7. in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
 - 6.1.8. Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
- 6.2. You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 6.3. If you have any questions, complaints, or claims regarding the Platform, please contact Control at:
- Email: info@control.site.
- Address: 5 Hatidhar Street, 11th Floor, Ra'anana, Israel.
- 6.4. By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).
- 7. Location Data.** Certain features or functionality (“**Features**”) of the Platform may collect or be dependent on data related to your geographic location (“**Location Data**”). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us. To the extent that we do collect Location Data, we shall use it in accordance with our Privacy Policy (defined below). If you do not provide or make such Location Data accessible then the Features may be limited or not operate.
- 8. Use of the Platform in a Vehicle.** If you are using the Platform in a Vehicle, you agree: (i) to comply with all applicable traffic laws; and (ii) if you are the driver, not to use the Platform unless your Vehicle is stationary and legally parked. For purposes herein, “**Vehicle**” shall mean means any motor vehicle intended for travel and propelled by mechanic power, and any trailer.

9. Intellectual Property Rights.

- 9.1. Ownership. The Platform is licensed and not sold to you under this Agreement and you acknowledge that Control and its licensors retain all title, ownership and Intellectual Property Rights (defined below) in and to the Platform (and its related software). We reserve all rights not expressly granted herein to the Platform. “**Intellectual Property Rights**” means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or any other intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
- 9.2. Content. The content on the Platform including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (“**Materials**”), and the trademarks, service marks, logos contained, and any other marks therein (“**Marks**”, and together with the Materials, the “**Content**”), is the property of Control and/or its licensors and may be protected by applicable copyright or other intellectual property laws. “Control” and Control’s logos and marks, are owned by Control and are Control’s property Marks. All other Marks used on the Platform are the trademarks, service marks, or logos of their respective owners.
- 9.3. Changes in Content. We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Platform is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the Content.
- 9.4. Use of Content. The Content on the Platform is provided to you “AS IS” for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

10. User Data.

- 10.1. The Platform may permit uploading, hosting, importing, and sending content by you and other users (“**User Data**”). You shall be solely responsible for your User Data and the consequences of uploading them. We reserve the right without further notice to you, to monitor, censor, edit, delete, and/or remove any and all User Data at any time and for any reason.
- 10.2. Ownership. You represent and warrant that you own or have the necessary rights and permissions to use and authorize other users, and us (if applicable) to use, all Intellectual Property Rights in and to your User Data, and to enable inclusion and use thereof as contemplated by this Agreement. You retain all of your ownership rights in your User Data.
- 10.3. License to User Data. Subject to this Agreement and the terms of our Privacy Policy, by submitting the User Data, you hereby grant us a worldwide, non-exclusive, royalty-free, and sub-licensable license to use, display, and prepare derivative works of the User Data for maintenance purposes in connection with the Platform. You further agree and acknowledge that Control may obtain and aggregate technical and other data about your use of the services that is non-personally identifiable (“**Aggregated Anonymous Data**”), and Control may use the Aggregated Anonymous Data to analyze, improve, support and operate the services and otherwise for any business purpose during and after the term of this Agreement. You also hereby grant each Platform user and Third Party Source a non-exclusive right to use, and display such User Data in accordance with this Agreement and in order to provide the Control services.
- 10.4. Exposure. You understand and acknowledge that when accessing and using the Platform: (i) you will be exposed to User Data of other users in connection with construction and infrastructure projects, and that we are not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Data; and (ii) you may be exposed to User Data that are inaccurate or misleading. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect to (i) and (ii) herein.
- 10.5. Disclosure. We reserve the right to access, read, preserve, and disclose any User Data or any other information that we obtain in connection with the Platform as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce this Agreement, including investigation of potential violations of it, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your user support requests, or (v) protect the rights, property or safety of Control, our users or the public.

10.6. **Prohibited Content.** You agree that you will not upload, send, display, post, submit, publish or transmit User Data or a message that: (i) creates a risk to a person's, or the public, safety or health (including without limitation life threatening, personal injury or property damage); (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent; (iv) constitutes an unauthorized commercial communication; (v) contains the contact information or any personally identifiable information of any third party unless you have first obtained the express consent of said third party to include their contact information or personally identifiable information, or in accordance with the applicable law; and/or (vi) breaches this Agreement.

11. Messages. The Platform may permit you to send messages to a Third Party Source or to other Platform users ("**Messages**"). You are solely responsible for your Messages and the consequences of sending them, and you agree to hold us harmless, and expressly release us, from any and all liability arising from your Messages. You grant us a worldwide license to use, store, and reproduce your Messages for the limited purpose of facilitating sending them to your designated recipients (and we may also use the tools, software or services of third party service providers to facilitate the sending of Messages to your designated recipients). You represent and warrant that you own or have the necessary rights and permissions to use all of the Intellectual Property Rights in and to your Messages, and to grant the foregoing license to us. You retain all of your ownership rights in your Messages. You acknowledge and agree that the provisions of Section 9.4 (User Data) below shall also apply to Messages that you send via the Platform.

12. Third Party Sources and Content.

12.1. The Platform enables you to view, access, link to, and use content from Third Party Sources (defined below) that are not owned or controlled by us ("**Third Party Content**"). The Platform may also enable you to communicate and interact with Third Party Sources. "**Third Party Source(s)**" means: (i) third party websites and services; and (ii) our partners and customers.

12.2. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.

12.3. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (defined below) of, or relating to, any Third Party Content.

12.4. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a Third Party Source.

12.5. By using the Platform you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or objectionable. You always have the choice of deciding whether or not to interact with a Third Party Source or to view and use Third Party Content. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk.

12.6. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Control, and release Control from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

13. Payments.

13.1. The License granted hereunder is granted in exchange of payment of the fees by the Control's Client as described under Control-Client Service Agreement. You will not be charged for any such uses of the Platform unless you first agree to such charges, but please be aware that any failure to pay applicable charges by the Control's Client may result in you not having access to some or all of the Platform.

13.2. Please be aware that your use of the Platform may require and utilize internet connection or data access. To the extent that third party service provider or carrier charges for your internet or data usage are applicable, you agree to be solely responsible for those charges.

14. Third Party Open Source Software. Portions of the Platform may include third party open source software that are subject to third party terms and conditions ("**Third Party Terms**"). If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the

related third party open source software. Notwithstanding anything in this Agreement to the contrary, Control makes no warranty or indemnity hereunder with respect to any third party open source software.

15. Privacy. We will use any personal information that we may collect or obtain in connection with the Platform in accordance with our privacy policy which is available at <ctrl.site/privacy> (“**Privacy Policy**”), and you agree that we may do so. Please also be aware that certain personal information and other information provided by you in connection with your use of the Platform may be stored on your Device (even if we do not collect that information). You are solely responsible for maintaining the security of your Device from unauthorized access.

16. Disclaimers of Warranty.

16.1. THE PLATFORM IS PROVIDED ON AN ‘AS IS’ OR ‘AS AVAILABLE’ BASIS. ANY RESPONSIBILITY, EITHER EXPLICIT, IMPLIED, STATUTORY OR ANY OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED RESPONSIBILITY FOR PROPRIETARY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND NON-BREACH, IS HEREBY DENIED TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW. CONTROL DOES NOT UNDERTAKE OR DECLARE THAT THE ACCESS OR USE OF THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE OR SUITS YOUR NEED. YOUR USE OF THE PLATFORM AND ITS RELIANCE THEREON IS TOTALLY AT ITS EXCLUSIVE DISCRETION AND RESPONSIBILITY AND CONTROL SHALL NOT BEAR ANY RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE ABOVE.

16.2. **YOU ARE AWARE THAT THE PLATFORM IS NOT DESIGNED TO PROVIDE SAFETY ALERTS AND ALERTS CONCERNING OTHER MATTERS WHICH MAY BE LIFE THREATENING OR WHICH MAY CAUSE PERSONAL INJURY OR PROPERTY DAMAGE, AND TO THE EXTENT THAT ANY SUCH ALERTS EXIST THEY SHOULD BE TRANSMITTED TO THE APPLICABLE PERSONS BY OTHER MEANS, AND THE ALERTS IN THE PLATFORM SHOULD NOT BE RELIED ON.**

16.3. YOU ARE SOLELY RESPONSIBLE TO COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS, AND BY USING THE PLATFORM IT DOES NOT TRANSFER ANY OF THOSE RESPONSIBILITIES, OBLIGATIONS OR LIABILITIES TO CONTROL. LIKEWISE, BY ENTERING INTO THIS AGREEMENT, YOU SHALL NOT BREACH ANY LEGAL REQUIREMENT UNDER APPLICABLE LAW OR CONTRACTUAL OBLIGATIONS AND/OR AGREEMENTS WITH THIRD PARTIES.

16.4. YOU ARE AWARE THAT BECAUSE THE PLATFORM IS A COMPUTERIZED SYSTEM WHICH MAY SUFFER FROM DEFECTS, BUGS OR MALFUNCTIONS FROM TIME TO TIME, INCLUDING AS A RESULT OF INCORRECT USE BY YOU, THEN, NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU HEREBY WAIVES IN ADVANCE ANY CLAIM AND/OR LEGAL ACTION AGAINST CONTROL AND/OR ON ITS BEHALF IN CONNECTION WITH ANY DAMAGE OR EXPENSE INCURRED BY IT AS A RESULT OF THE OPERATION OF THE PLATFORM AND/OR AS A RESULT OF ITS USE OF THE PLATFORM.

16.5. CONTROL IS NOT RESPONSIBLE FOR ANY MALFUNCTION IN CONNECTION WITH CONSTRUCTION, PROJECTS, SAFETY EVENTS, LOSS OF DATA, ANY INJURY, DEATH OR ANY OTHER EVENT RELATING TO OR ARISING FROM THE USE OF THE PLATFORM AND/OR THE SERVICES.

16.6. WITHOUT DEROGATING FROM THE AFORESAID, IT IS HEREBY CLARIFIED THAT, IN ANY EVENT, CONTROL SHALL NOT BE RESPONSIBLE FOR (A) ANY OF YOUR ACTIONS, ARISING FROM ANY ACT AND/OR OMISSION WITH RESPECT OF THE USE OF THE PLATFORM; (B) THE COLLAPSE OF COMMUNICATION SYSTEMS INCLUDING INTERNET COMMUNICATION; (C) CYBER-ATTACKS; (D) FORCE MAJEURE EVENTS, OTHER THAN WITH RESPECT TO CONTROL’S REPRESENTATIONS AND UNDERTAKINGS EXPRESSLY STATED IN THIS AGREEMENT.

16.7. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

16.8. YOU ARE AWARE OF THE FACT THAT THE USE OF THE PLATFORM DEPENDS, *INTER ALIA*, ON DATA UPLOADED BY YOU, OR BY THIRD PARTIES, TO THE PLATFORM. YOU ACKNOWLEDGE

THAT CONTROL DOES NOT CHECK AND DOES NOT INTEND TO CHECK THE DATA UPLOADED BY YOU OR BY ANY AUTHORIZED USER, EDIT IT OR TAKE ANY ACTION WITH RESPECT TO SUCH DATA. CONTROL IS NOT RESPONSIBLE AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DATA UPLOADED BY YOU OR BY ANY AUTHORIZED USER OR THIRD PARTY, OR FOR ANY RELIANCE ON SUCH DATA BY YOU OR BY ANY THIRD PARTY.

16.9. IF YOU HAVE A DISPUTE WITH ANY OTHER PLATFORM USER, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

16.10. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

17. Limitation of Liability.

17.1. IN NO EVENT SHALL CONTROL, ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, OR IN CONNECTION WITH THE USE OF THE PLATFORM OR THE SERVICES, FOR: (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE LOSSES OR DAMAGES; (B) ANY LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REVENUE, CONTRACTS, ANTICIPATED SAVINGS, OR WASTED EXPENDITURE; (C) ANY LOSS OF, OR DAMAGE OR INTERRUPTION TO, DATA, NETWORKS, INFORMATION SYSTEMS, REPUTATION, OR GOODWILL; (D) ANY BUGS OR ERRORS IN THE PLATFORM; AND/OR; (E) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

17.2. IN ANY EVENT, CONTROL'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE PLATFORM, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNT OF 100 USD (ONE HUNDRED UNITED STATES DOLLARS).

17.3. THE FOREGOING EXCLUSIONS AND LIMITATION SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF CONTROL HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, MISREPRESENTATION, RESTITUTION, OR OTHERWISE.

18. Indemnification. You shall, at our request: (a) and at your own expense defend Control, its affiliates and their respective directors, officers, employees and representatives (each, a "**Control Indemnitee**") against any third party demand or claim made against a Control Indemnitee resulting from any violation of any term of this Agreement, any misuse or unauthorized use of the Platform by you, your violation of any third party right, including without limitation any copyright, property, or privacy right (each, a "**Misuse Claim**"); and (b) indemnify and hold harmless the Control Indemnitee for any amounts finally awarded against or imposed upon the Control Indemnitee (or otherwise agreed in settlement) under the Misuse Claim, as well as for any out-of-pocket legal expenses (including reasonable attorney's fees) reasonably incurred by Control under the Misuse.

19. Updates. We may from time to time provide updates or upgrades to the Platform (each a "**Revision**"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. All references herein to the Platform shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original Platform, unless the Revision is accompanied by a separate license agreement which will govern the Revision. Notwithstanding the foregoing, the Company shall have no responsibility for a claim resulting from or based on your failure to use updated or modified Platform provided by us.

20. Term and Termination.

20.1. This Agreement is effective until terminated by us. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the Platform; and/or (ii) terminate this Agreement and your use of the Platform with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the Platform in any way, your only recourse is to immediately discontinue use of the Platform.

20.2. Upon termination of this Agreement, you shall cease all use of the Platform. This Section 20 and Sections 3

(Restrictions), 9 (Intellectual Property Rights), 10 (User Data), 12 (Third Party Sources and Content), 14 (Third Party Open Source Software), 15 (Privacy), 16 (Disclaimers of Warranty), 17 (Limitation of Liability), 18 (Indemnification), and 21 (Assignment) to 24 (General) shall survive termination of this Agreement.

- 21. Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Control without restriction or notification.
- 22. Modification.** We reserve the right to modify this Agreement at any time by sending you an in-Platform notification and/or publishing the revised Agreement on the Platform. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the Platform means that you accept those changes.
- 23. Governing Law and Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Yafo, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.
- 24. General.** This Agreement, and any other legal notices published by us in connection with the Platform, shall constitute the entire agreement between you and Control concerning the Platform. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice. No amendment to this Agreement will be binding unless in writing and signed by Control. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Last Update: December 7, 2022