Shipbook Terms of Service

Please read the terms and conditions of this agreement (the "Agreement" or "Terms" or "Terms of Service") before accepting this agreement on behalf of your company or entity. By accepting this Agreement or by entering your product's identification key into Shipbook's Ltd.'s ("**Shipbook**") software development kit ("SDK") you agree that you have read and understood these terms and conditions of this Agreement and you agree to be bound by them. Shipbook may periodically update these terms and conditions from time to time.

1. **Services.**

   a. **Provision of Services.** Customer may access and use the Services, as defined below, in accordance with this Agreement.

   b. **Facilities and Data Processing**. Shipbook or its suppliers will use measures designed to protect the integrity of Customer Data and guard against the unauthorized or unlawful access to, use, and processing of Customer Data. Customer agrees that Shipbook may transfer, store, and access Customer Data as necessary to provide the Services. If the Customer believes that its data has been improperly accessed or compromised in any way, it shall notify Shipbook customer service immediately. "**Customer Data**" means Account Data, Configuration Data, Usage Data and Logs. "**Account Data**" means the account and contact information submitted to Shipbook by Customer. "**Configuration Data**" means the Customer-specific configurations (which may include End User device types and operating system) submitted by the Customer for the purpose of providing the Services. "**Usage Data**" means information regarding use of Customer's software by Customer's end users ("**End Users**"). "**Logs**" means records generated by Shipbook's SDK and sent to Shipbook, containing, among other, Usage Data and Configuration Data. "**Services**" means storage of, and provision of access to the Logs as well as search abilities and analysis of the Logs using Shipbook's proprietary tools ("**Tools**"), and alerting the Customer to errors detected using Shipbook's proprietary software.

   c. **Customer Service**. Shipbook shall provide dedicated customer service solely to Customers purchasing a Subscription. Customer service will be provided from 9:00-17:00 Sunday through Thursday Israel time, except for Israeli holidays. Response time shall be within two (2) working days.

   d. **No backup.** Customer is aware that Shipbook will not be creating a backup of any Customer Data and Shipbook shall not be liable for any loss of Customer Data for any reason whatsoever.

   e. **Downtime.** Shipbook shall make the Services accessible with an availability of 90%. So long as Shipbook complies with such obligation, it shall not be

liable for any claims arising out of, or in connection with availability of the Services.

    f. **Modification to the Services.** Shipbook may update the Services from time to time at its sole discretion, provided, however that if Shipbook changes the Services in a material manner, Shipbook will inform Customer via the email address associated with the account.

2. **Customer Obligations.**

    a. **Registration.** Services are subject to registration. Customers who elect not to pay for Services will receive limited access to Services, for a period of time and to an extent to be determined at Shipbook's sole discretion. Upon registration, Customers will create a username and password, and will be asked a security question, and Customer shall be solely responsible for the confidentiality thereof.

    b. **Subscription.** Customers who subscribe to Services from time to time (the "**Subscription**") will receive the Services for the time periods specified on Shipbook's website. Customer may elect to upgrade a subscription or cancel a subscription at any time, provided however that Configuration Data, End User Data and Logs will only be required to be retained by Shipbook for the period of time specified per the Subscription. Shipbook reserves the right to retain Account Data and Usage Data even after expiration of a Subscription period and will take reasonable measures to safeguard such data.

    c. **Restricted Uses.** Customer will not: (i) use the Services for purposes other than the purposes explicitly set forth in this Agreement; (ii) copy or duplicate the Services; (iii) reverse engineer or de-compile, modify or revise, or attempt to access, the source code of the Tools or Shipbook's user interface or any part thereof, or create derivative works thereof; (iv) transfer in whole or in part the right to use the Services or any part thereof; or (v) use the Services in any illegal manner or in any way that infringes any right of any third party including the rights in connection with privacy and intellectual property rights.

3. **SDK Software License.** Customer is aware that Shipbook's SDK source code ("**Software**") was provided to the Customer under an MIT license. Permission is hereby granted, free of charge, to any person obtaining a copy of the Software and associated documentation files , to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

4. **Intellectual Property Rights.**

   a. Shipbook grants Customer a non-exclusive, revocable, non-transferable, limited right to access and use the Services and the material displayed thereon in accordance with this Agreement. However, no right, title, or interest in any such materials will be granted or transferred to Customer as a result of any permitted use of such materials.

   b. Customer hereby grants Shipbook a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license: (a) to process and use Customer Data and Configuration Data for the purposes of providing the Services to Customer; (b) to use, copy, create derivative works of, adapt, modify, and exploit log data internally for the purposes of improving, developing and marketing the Services. This license shall survive the termination of this Agreement.

   c. **Reservation of Rights.** Except as expressly set forth herein with respect to Shipbook's SDK, this Agreement does not grant Customer any Intellectual Property Rights in the Services, Logs, Tools or Shipbook trademarks and brand features. "**Intellectual Property Rights**" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights.

   d. Shipbook may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, license and sublicense, any feedback, comments, or suggestions Customer or End Users send to Shipbook without any obligation to Customer.

5. **Confidentiality and Privacy.**

   a. **Definition of Confidential Information**. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes, without limitation, information relating to either party's products, technology, know-how, specifications, and concepts; as well as information of business and commercial nature, of either part. Confidential Information does not include information that (i) is or becomes generally known to the public without breach of any obligation owed to the

Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

b. **Treatment and Use of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section.

c. **Compelled Disclosure**. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6. **Privacy**

a. Shipbook will use only Usage Data and Configuration Data submitted by the Customer. In no event will Shipbook collect any data from End Users directly. Customer is solely responsible for the accuracy, content and legality of any data submitted to Shipbook, and declares that that Customer has all necessary rights and permissions to collect the data and provide it to Shipbook for the purpose of providing the Services. Customer further warrants that no data submitted to Shipbook will violate or infringe (i) any third party intellectual property, publicity, privacy or other rights, (ii) applicable laws, or (iii) or other agreements. Customer will be fully responsible for any Customer Data submitted to the Services by any Person

as if it was submitted by Customer. Customer shall notify Shipbook immediately in the event that any End User elects to opt out of any data sharing plan with Customer.

b. **Data Protection**. Customer is aware of the provisions of Regulation (EU) 2016/679 (the "GDPR") as well as any other applicable privacy and data protection legislation. Customer shall not submit to Shipbook and Usage Data or Configuration Data which constitutes "personal data" as defined in Article 4(1) of the GDPR without End Users' active and explicit consent. In no instance shall Usage Data include sensitive materials such as End User passwords.

c. Shipbook will retain Customer Data and Configuration Data only to the extent necessary to provide the Services. Shipbook will not share any such data with third parties, unless required to do so by order of a competent authority.

7. **Fees & Payment.**

a. **Fees**. Customer will pay all fees based on the Subscription purchased, in accordance with the fee schedule available on Shipbook's website. Payment shall take place at the beginning of the Subscription period via credit or debit card. Payment obligations are non-cancellable and fees paid are non-refundable. Payment shall take place through a third party payment site, to which Customer will be directed. Shipbook will not collect or retain any Customer billing data. Customer is responsible for providing complete and accurate billing and contact information to the third-party billing site. Subscription Services will only be provided upon successful payment.

b. **Taxes**. Shipbook's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Shipbook has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Shipbook will invoice Customer via the third party billing site and Customer will pay that amount. Shipbook is solely responsible for taxes assessable against it based on its income, property and employees.

8. Publicity

a. Customer hereby grants Shipbook permission to display anonymized and/or aggregated versions of log data on its website for publicity purposes, provid ed that such anonymized or aggregated log data shall not identify Customer or End Users.

b. If Customer has agreed at the time of registration, Shipbook will be entitled to use Customer's name on Shipbook's website. Customer shall be entitled

to notify Shipbook at any time that it wishes to have its name and/or logo removed, and Shipbook will comply with such request as soon as practicable.

9. **Term & Termination.**

   a. This Agreement commences on the date Customer first accepts it and will remain in effect until Customer's Subscription to the Services expires or terminates.

   b. **Termination for Breach.** Either Shipbook or Customer may terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

   c. **Effects of Termination.** If this Agreement terminates: (i) the rights granted by Shipbook to Customer will cease immediately (except as set forth in this section); (ii) Shipbook may provide Customer access to its account at then-current fees so that Customer may export its Logs and Configuration Data; and (iii) after 72 hours, Shipbook may delete any Customer Data. The following sections will survive expiration or termination of this Agreement: Section 4 (Intellectual Property Rights), Section 7 (Fees & Payment), Section 9(c) (Effects of Termination), Section 10 (Indemnification), Section 11(b) (Disclaimers), Section 12 (Limitation of Liability), and Section 13 (Miscellaneous).

10. **Indemnification.**

    a. **By Customer**. Customer will indemnify, defend, and hold harmless Shipbook from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Shipbook and its affiliates regarding: (i) Customer Data; and (ii) Customer's use of the Services in violation of this Agreement.

    b. **By Shipbook**. Shipbook will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Customer to the extent the claim is based on an allegation that Shipbook's technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, U.S. patent, or trademark right of the third party. In no event will Shipbook have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by Shipbook and (ii) any content, information, or data provided by Customer, End Users or other third parties.

c. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE SHIPBOOK AND CUSTOMER'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. **Representations, Warranties, Exclusive Remedies and Disclaimers**.

    a. Each party represents that it has validly entered into this Agreement and has the legal authority to do so.

    b. THE SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER CUSTOMER NOR SHIPBOOK AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. CUSTOMER IS RESPONSIBLE FOR MAINTAINING AND BACKING UP ANY CUSTOMER DATA.

12. **Limitation of Liability**.

    a. **Limitation on Indirect Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR SHIPBOOK'S OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, NEITHER CUSTOMER NOR SHIPBOOK AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (i) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR (ii) LOSS OF USE, DATA, BUSINESS, REVENUES OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

    b. **Limitation on Amount of Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, SHIPBOOK'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

13. **Miscellaneous.**

    a. **Entire Agreement**. This Agreement constitutes the entire agreement between Customer and Shipbook with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous

understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement.

b. **Modifications**. Shipbook may revise this Agreement from time to time and the most current version will always be posted on the Shipbook website. If a revision, in Shipbook's sole discretion, is material, Shipbook will notify Customer (by, for example, sending an email to the email address associated with the applicable account). By continuing to access or use the Services after revisions become effective, Customer agrees to be bound by the revised Agreement. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 30 days of receiving notice of the change.

c. **Governing Law and Jurisdiction**. The Agreement will be governed by the laws of the State of Israel except for its conflicts of laws principles and each party agrees to the exclusive jurisdiction of the courts in Jerusalem, Israel.

d. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

e. **Notice**. Notices must be sent via first class, airmail or overnight courier and are deemed given when received. Notices to Customer may also be sent to the applicable account email address and are deemed given when sent. Notices to Shipbook must be sent to Shipbook, Derech Beit Lechem 71, Jerusalem, Israel 9362408.

f. **Waiver**. No failure or delay by any Party at any time to enforce one or more of the terms, conditions or obligations of this Agreement will (i) constitute waiver of such term, condition or obligation, (ii) preclude such Party from requiring performance by the other Party at any later time, or (iii) be deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.

g. **Assignment**. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

h. **Relationship of Parties**. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

i. **Force Majeure**. Except for payment obligations, neither Shipbook nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance).

j. **No-Third Party Beneficiaries**. There are no third party beneficiaries under this Agreement.