

SUBSCRIPTION SERVICE AGREEMENT

Last updated: October, 2018

This subscription service agreement (as may be amended from time to time), which is available at <http://simplechat.eladsoft.com/> (the "**Agreement**" or "**T&C**") is entered into between Elad Software Systems Ltd., an Israeli corporation registration number 510929177, having its principal place of business at 18 Raul Walenberg St., Tel-Aviv, Israel 6971915 ("**Elad**", or "**we**" or "**us**" or "**our**"), on the one hand, and the legal entity which purchases and uses our Service (as defined below) (the "**Customer**" or "**Subscriber**" or "**you**" or "**your**") on the other hand.

The purchase of the Service and any access and/or use of the Service is subject to this Agreement. Therefore, prior to the first download the Service from the AppSource, you are required to accept this Agreement by clicking a box indicating your acceptance or by signing this Agreement and sending it to Elad in one of the ways specified in section 14 below. By accessing and/or using and/or otherwise exploiting the Service, you agree to be bound by the T&C.

You hereby represent and warrant that you have the right and authority to bind the Customer to this Agreement.

1. DEFINITIONS

The terms below shall have the meanings ascribed to them below:

- 1.1. "**AppSource Store**" means the Microsoft virtual App Source store where the Service can be downloaded.
- 1.2. "**Availability**" means the ability of Customer to access and use the Service.
- 1.3. "**Customer's Client**" or "**Users**" means Customer's data subjects who connect and/or otherwise interact with the Customer through one (or more) of the Customer's communication channel (such as Customer's website, Customer's social network, SMS etc.) in order to receive certain Customer's services.
- 1.4. "**Force Majeure Event**" means circumstances beyond Our reasonable control, including, for example, an act of God, flood, fire, earthquake, natural disaster, civil unrest, acts of terror, acts of war, riots, military or national emergencies, government restrictions, strikes or other labor problems, electrical disturbances, lack of power supplies, Internet or communication service provider failure or delay, virus or hacker attacks or denial of service attack.
- 1.5. "**Order**" means an order form for the purchase of the Service, by executing an order from in our Website, or by approving a price proposal for the Service we sent you, as the case may be. Each Order shall be accompanied with a user guide, and shall serve as an integral part of the Agreement.
- 1.6. "**Service**" means an omni-channel solution (based on Elad's proprietary add-on known as "SimpleChat", which extends the power of Microsoft Dynamics CRM for contact centers, and enables multiple channels for communicating between entities (such as the Customer) and their customers/consumers.
- 1.7. "**Subscriber Data**" or "**Customer Data**" means any data, text, messages, information, documents or other materials provided or submitted by you, to or in connection with the Service (if and to the extent provided), including User's Information.

- 1.8. **“Subscription Term”** means the period during which You will be using the Service (as set forth in the Order).

Capitalized terms in the Agreement which are not defined, shall have the meaning ascribed to them in the Privacy Policy (which is available at: <http://simplechat.eladsoft.com/>).

2. **GENERAL TERMS OF THE SERVICE**

2.1. **Grant of License.**

- 2.1.1. In accordance with and subject to the terms and conditions of this Agreement (including any Order), and full payment of the applicable Service Fee, we hereby grant you a revocable, limited, non-exclusive, non-transferable and non-assignable right, solely for your internal use (and not for resale, further distribution, or for providing outsourcing or service bureau services), to access and use the Service during the Subscription Term. The Service will be provided in the latest available version in the effective date of the Order
- 2.1.2. The Customer will be required to download the Service from the AppSource Store, by using its Microsoft account. In the scope of the license granted by Elad, Customer's right to use the Service will be limited to the maximum number of interactions with its Users, as will be detailed in the Order.
- 2.1.3. You agree that the purchase of the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.
- 2.1.4. Elad does not claim ownership of Customer Data, and only serve as a Processor with respect to such Customer Data. However, by using the Service (including when you interact with your Users, and when your Users provide Information through your communication channels with them), you hereby warrant that have the lawful rights to grant us an irrevocable, royalty-free, non-exclusive, unlimited license and specific informed consent to Process the Information, use it, share it with and transfer it to third parties in accordance with the terms of our Privacy Policy, which is available at: <http://simplechat.eladsoft.com/>.

2.2. **License Limitations.**

- 2.2.1. Neither You, nor will you allow any third party, to (a) access or attempt to access any Elad systems, programs or data that are not available for public use; (b) directly or indirectly, license, sublicense, sell, resell, transfer, assign, distribute, rent, lend, disclose, or otherwise commercially exploit or make available the Service to any third party in any manner and any attempt to do so is null and void; (c) alter or otherwise modify the Service or make derivative works based upon the Service; (d) copy, reproduce, republish, upload, post, transmit or distribute in any way material from the Service; (e) fix or attempt to fix the Service, or work around any technical limitations in the Service, or crawl, decompile, disassemble or otherwise reverse engineer the or make any attempt to ascertain, derive or obtain the source code; (f) create Internet “links” to the Services or “frame” or “mirror” the Service on any other server or wireless or Internet-based device; (g) access, store, distribute or transmit any viruses, or any material during the course of its use of the Service that is unlawful, obscene or causes damage or injury to any person or property; (h)

remove or otherwise alter any of Elad's trademarks, logos, copyrights or other proprietary notices or indicia, if any; (i) use Elad's name, logo or trademarks without Elad's prior written consent; and/or (j) use the Services to take any action that (A) infringes on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (B) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (C) are defamatory, trade libelous, threatening, harassing, or obscene; or (D) constitute unauthorized entry to any machine accessible via the network.

2.2.2. Any right not explicitly granted to Customer under the T&C (including any Order) is reserved. Elad shall be entitled to monitor Subscriber's compliance with these T&C (including any Order).

2.3. **Change or Modification of Services.** During the Subscription Term, Elad may update, change or modify the Service (including, due to regulation requirements, technological needs, industry practices etc.) ("**Change**"). Elad will provide the Customer with a written notice prior to any Change (including the implication of such Change to the functionality of the Service, the Subscription Fee or otherwise, if any). The Change will enter into force following completion of the then current calendar month, and once incorporated in the Service - will form an integral part of the Service. To the extent Customer is not interested in such Change, Customer will be entitled, as a sole and exclusive remedy to: (a) terminate the subscription following completion of the then current calendar month; (b) receive a pro-rata refund of the Service Fees paid by the Customer (to the extent paid) for the Service that was not used by the Customer following such cancelation notice, provided that such Service Fees were paid for a period which exceeds the termination date of the Agreement.

2.4. **Trial License.** If Subscriber is granted with a trial license under this Agreement to a free (no fee) version of the Service, Subscriber agrees that notwithstanding anything else to the contrary under these Terms of Services (including any Order): (i) the Services as provided "as is", with no warranties or representations; (ii) Elad has no obligation to Availability, or to provide any particular service level or support services, (iii) Elad has no obligation to provide any updates or upgrades to the Services; and (iv) Elad may cease providing the Services at any time.

3. **FEES AND TAXES.**

3.1. Subscriber shall pay to Elad the fees for the use of the Service in the amounts and payment terms as detailed in the Order ("**Service Fees**"). Except as specifically detailed in sections 2.3 and/or 7.2, Service Fees are not refundable. Subscriber shall have no right to withhold or reduce Service Fees under this Agreement (including any Order) or set off any amount against amounts owed for alleged defects in the Service or any other demand or claim against Elad.

3.2. Any breach of Customer's payment obligations which was not cured within 7 days upon the receipt of a written notice, will be deemed a material breach of the T&C and shall entitle Elad, to stop the provision of the Service and terminate the T&C according to its sole discretion, without derogating from any other remedy Elad is entitled to under the T&C or applicable law.

3.3. All prices for the Service (as set forth in the Order) are exclusive of any applicable sales, use and other taxes or duties, however designated, including without limitation, privilege, excise, value-added and property taxes except however withholding taxes ("**Taxes**"). Accordingly, Customer will be solely responsible for payment of any

Taxes, except those Taxes based on the income of Elad. Except as required by applicable law, Customer will not withhold any taxes from any amounts due to Elad.

4. **PROPRIETARY RIGHTS AND LICENSES.**

- 4.1. **Reservation of Rights.** The ownership and all rights, title and interest in and to the Service, including without limitations: (i) all related intellectual property rights, including any and all patents, copyrights, trade secrets, inventions or know-how (whether patentable or not and whether registered or not), (ii) any of Elad's logos, trade dress, designs or trademarks, service marks, (iii) all modifications, updates, developments, customizations and enhancements to the Service , and (iv) any other documents or materials that Elad provides to Subscriber under or in connection with this Agreement – are now and shall remain always the exclusive property of Elad. Customer hereby expressly and irrevocably waives any such rights, and only granted with the limited right to use the Service as expressly set forth herein for the Subscription Term.
- 4.2. **License by You to Use Feedback.** You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable, non-exclusive license to use, copy, modify, distribute and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other feedback provided by You relating to the operation of the Service ("**Suggestions**"). We may utilize the information concerning Subscriber's use of the Service to improve Elad's products and services. Elad will solely own products and services developed by or for Elad from such Suggestions.
- 4.3. **Use of Your name and Logo.** You agree to enable Us to use your name, logo and reference that You are a subscriber of the Service in our publications.
- 4.4. The provisions of section 4 shall survive termination or expiration of the Agreement, for any reason.

5. **SUBSCRIBER RESPONSIBILITIES.**

Without derogating from any other Subscriber's obligations and responsibilities under this Agreement, Subscriber shall be responsible for the following:

- 5.1. Subscriber shall be responsible for all activity occurring under its subscription to the Service and shall abide by all applicable laws and regulations in connection with Subscriber's use of the Service or the output thereof, including those related to data privacy, international communications and the transmission of technical or personal data. Subscriber shall be responsible for ensuring that its users comply with the provisions of this Agreement.
- 5.2. Subscriber shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Elad's data centers, and all problems, conditions, delays, delivery failures and for all other loss or damage arising from or relating to the Subscriber's network connections or telecommunications links or caused by the Internet, and not by any fault of Elad.
- 5.3. Subscriber is solely responsible for adequate protection and for maintaining appropriate security on its systems and equipment used in connection with the Service (including, without limitation, the security of the communication channels with its Users).
- 5.4. Subscriber shall be responsible for the acts and omissions of its users as if they were

the acts and omissions of Subscriber.

- 5.5. There is no direct legal or other relationship between Elad and the Users, and nothing in this Agreement shall impose any obligation whatsoever on Elad, with respect to the Users. In the event of any claim and/or demand brought against Elad due to and/or in connection with the Service by any third party, Subscriber will indemnify Elad, its affiliates and their respective employee, directors and officers from and against any liability, loss, cost or expense incurred by any of them, arising from such claim and/or demand.

6. **SUBSCRIBER'S WARRANTIES AND REPRESENTATIONS**

By using the Service, you hereby warrant and represent as follows:

- 6.1. You have duly notified your Users about the provisions herein, and obtained all the required consents and approvals from them, as dully required under Applicable Law: (a) a User is not obligated by law to provide any Personal Data, and any provision of it is based on its free will; (b) Personal Data provided by each User is accurate and complete; (c) any Information provided by a User when it interacts with the Customer via the Customer's communication channels and/or otherwise collect by us in the scope of the Service will be used by us and/or by third party service providers which are working on our behalf, all - for the purposes set forth in our Privacy Policy.
- 6.2. You are the Controller of the User's Personal Data, such Personal Data is lawfully obtained by you in compliance with the Applicable Law, you have a lawful basis for Processing such Personal Data (including, without limitations, any Process activity executed by Elad or third party's acting on its behalf), and if such lawful basis is Consent – such Consent was dully obtained according to the requirements under the Applicable Law.
- 6.3. You hereby acknowledge and aware that Elad does not check the validity of your use of the Service: Any use of the Service with your name will be considered as a legitimate use of the Service by the Customer, for all intents and purposes, including (without limitation) for billing purposes.

7. **DISCLAIMER AND LIMITED WARRANTY FOR THE SERVICE.**

- 7.1. During the Subscription Term, subject to Customer's normal use of the Service according to the terms herein (including any Order), the target Availability of the Service is 99.7% per year.

7.2. In case of Availability problem, you can open a service call at: SimpleChat@elad.co.il. Elad shall make reasonable commercial efforts to address each service call within 48 hours of its submission. To the extent Elad is unable to correct the Service using commercially reasonable efforts in order to reach such target Availability, Subscriber's sole and exclusive remedy shall be to stop using the Service and cancel the subscription by notifying Elad in writing. In such event – Elad will provide the Customer with a pro-rata refund of the Service Fees paid by the Customer (to the extent paid) for the Service that was not used by the Customer following such cancelation notice.

- 7.3. The Service performance warranty, the Service Availability and the SLA detailed in section 7.2 above shall not apply to the extent any Service performance and Availability problem is due to: (i) planned downtime; (ii) interruption of the Service in order to protect the integrity of the Service, inter alia, due to security issues, virus attacks, spam issues or other unforeseen circumstances; and (iii) a Force Majeure

Event; (iv) circumstances attributable to the Customer (including any actions or inactions of Customer in violation of this Agreement) and/or Customer's systems, equipment, and/or your third party's service providers (including Microsoft); (v) failure of the external internet beyond Elad's network, electrical or internet access disruptions; (vi) attacks (i.e. hacks, denial of service attacks, malicious introduction of viruses and disabling devices) caused by third parties; (vii) any use of the Service not in accordance with the user guide provided to Subscriber with the Order.

7.4. For the avoidance of doubt, it is hereby clarified that Elad disclaims any and all liability or responsibility for any combination and/or connectivity of the Service to any of the Customer's software, hardware, communication component or any other product or service ("Customer's Equipment") which results the failure or any other damage to such Customer's Equipment, and Subscriber shall bear any and all responsibility for any such damages.

7.5. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 ABOVE, THE SERVICE IS PROVIDED ON A "AS-IS", AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS, OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES IMPLIED IN LAW WHICH THE LAW PERMITS TO BE DISCLAIMED, AND EXPRESSLY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RELIABILITY, SUITABILITY, AVAILABILITY, QUALITY, COMPLETENESS OF THE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WITHOUT DEROGATING FROM THE FOREGOING, ELAD DOES NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE OR OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) YOU ASSUME SOLE RESPONSIBILITY AND LIABILITY AND ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE. ELAD DOES NOT WARRANT THAT THE SERVICE IS COMPLETELY SECURE OR IS FREE FROM BUGS, INTERRUPTIONS, OR ERRORS.

8. **LIMITATION OF LIABILITY.**

8.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT (INCLUDING ANY ORDER) OR APPLICABLE LAW, EXCEPT FOR BOFELY INJURY, IN NO EVENT SHALL ELAD, ITS AFFILIATES AND/OR ITS VENDORS, DISTRIBUTORS AND SUBCONTRACTORS, THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS AND/OR ANYONE ACTING ON THEIR BEHALF (COLLECTIVELY, "**ELAD INDEMNITIES**"), (I) BE LIABLE TO SUBSCRIBER, ITS AFFILIATES, AGENTS, ANYONE ACTING ON THEIR BEHALF, USERS OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DOWNTIME COSTS, LOSS OF INCOME, PROFITS, REVENUE, BUSINESS, REPUTATION OR BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF DATA AND/OR UNDERTAKING THE RESTORATION OF DATA OR COST OF SUBSTITUTE SERVICE, OR OTHER ECONOMIC LOSS, ARISING OUT OF THIS AGREEMENT OR THE SERVICE; (II) ELAD'S AGGREGATE LIABILITY FOR

DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY ORDER OR THE SERVICE, EXCEED THE TOTAL SERVICE FEES ACTUALLY PAID TO ELAD BY SUBSCRIBER IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENTS THAT GAVE RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITIES WILL APPLY REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

- 8.2. Customer understands and agrees that, to the extent permitted by applicable law, the foregoing exclusions and limitations of liability represent the Customer's agreement as to allocation of risk between Customer and Elad in connection with Elad's obligations under this Agreement. The Service Fees payable to Elad as set forth in the Order reflect, and are set in reliance upon, this allocation of risk and the exclusions and limitations of liability set forth in this Agreement.

9. **INDEMNIFICATION.**

- 9.1. Subscriber shall defend and hold Elad Indemnities harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonably attorney's fees) arising out of or in connection with: (i) a breach or alleged breach of Elad's intellectual property rights (including any intellectual property right incorporated in the Service); (ii) any kind of claim, suit or action brought against Elad by any User; (iii) Subscriber's violation of any data protection laws and regulations (including, without limitations, Subscriber's warranties under section 6 above), or (iv) any other breach of this Agreement. Elad shall provide Customer with a written notice of any such claim and allow Customer to handle the defense and/or settlement of such claim (provided that Customer makes no admission or compromise relating to any claim).
- 9.2. Subject to a conclusive ruling of a competent court, Elad shall defend and hold Customer harmless from and against any claim brought by a third party against the Customer that alleges that the Service or the use of it in accordance with this Agreement infringes third party's intellectual property (an "**Infringement Claim**"). As a condition of Elad's indemnity obligations, Subscriber shall (a) promptly give written notice of the Infringement Claim to Elad; (b) give Elad sole control of the defense and settlement of the Infringement Claim; and (c) provide to Elad all reasonable assistance as required by Elad. Elad shall not compromise with such Infringement Claim without Customer's approval.
- 9.3. Elad will, at its sole option and expense: (i) obtain a license to allow for continued use of the Service under the terms of this Agreement; (ii) replace or modify the relevant part of the Service to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not commercially reasonable according to Elad's sole discretion, terminate the license for the infringing part of the Service (to the extent applicable) and provide Subscriber with a pro-rata refund for the Service Fees paid for such infringing part of the Service.
- 9.4. Notwithstanding the foregoing, Elad shall have no liability for any Infringement Claim to the extent the Infringement Claim is based on (i) the use of the Service in conjunction, operation or combination with any other product, software, service or device not furnished by Elad, if such Infringement Claim would have been avoided by the use of the Service without such product, service or device; (ii) Subscriber's use of the Service other than in accordance with this Agreement; (iii) a modification or

alteration to the Service not provided or performed by Elad; (iv) Customer Data or; (v) any act or omission of the Company and/or the Customer; or (v) use of an infringing Service after Elad has provided a non-infringing alternative or terminated the license or subscription for it.

- 9.5. The provisions of this section 9 set forth Elad's sole and exclusive liability and obligations, and Subscriber's sole and exclusive remedies, with respect to infringement or misappropriation of third party intellectual property rights of any kind.

10. **CONFIDENTIALITY**

- 10.1. Subscriber acknowledges that the Service are commercially valuable and proprietary to Elad. Subscriber, its employees, and/or anyone acting on its behalf, will hold the Confidential Information in confidence and shall not, directly or indirectly, copy, disclose or otherwise transfer any of the Confidential Information (whether in written, oral, electronic or other form), which is obtained from Elad or otherwise prepared or discovered in the performance of this Agreement.
- 10.2. As used herein, the term "**Confidential Information**" mean all information or data, in any form or media, concerning or related to (without limitations) Elad and/or the Service, trade secrets, processes, products, software, technology, data or general business operations, that a reasonable person or entity would understand it to be confidential or proprietary given the nature of the information and the circumstances of disclosure. Confidential Information shall not include: (i) information which is in the public domain at the time of disclosure, through no fault of the Customer; (ii) information which is required to be disclosed by law or by regulatory authority.
- 10.3. Customer will take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the Confidential Information from disclosure to a third party. Customer shall not use or disclose the Confidential Information to any third party, except as expressly permitted under the T&C or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of Elad.

11. **PRIVACY.**

For the provision of the Service, Elad may collect and/or otherwise receive Personal Data regarding Customer's Client. Details about the Information we collect and/or otherwise receive about Customer's Client, and the way we use it is governed by our Privacy Policy, which is available at: <http://simplechat.eladsoft.com/>.

12. **TERM AND TERMINATION.**

- 12.1. This Agreement shall be effective as of the Customer's approval of the Order, and payment of the Service Fees and will terminate upon the termination of the Subscription Term.
- 12.2. Either party may terminate this Agreement (i) in the event of a material breach by the other party of the provisions herein, to the extent such breach was not cured within 30 days from the offended party's written notice, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, Elad may terminate this Agreement, forthwith, with immediate effect, in the event of a

breach of any of provisions 2.2, 3-6, 7.5, 8, 9.1, and 10 of this Agreement by Subscriber.

12.3. **Effects of Termination.** Upon termination or expiration of the Agreement at any time and for any reason: (i) all rights granted to Subscriber herein shall immediately terminate and expire; (ii) Deletion of Information procedure is detailed in our Privacy Policy. Upon termination or expiry of this Agreement at any time and for any reason, Subscriber will: (i) discontinue any and all use of the Service; and (ii) return to Elad all copy's of Elad's Confidential Information under its possession, and deliver to Elad written certification that Subscriber has complied with the termination obligations included herein.

13. **SURVIVAL.**

The provisions of this Agreement which expressly or by their nature are required to survive termination of this Agreement shall survive the expiration or termination of this Agreement for whatever reason.

14. **NOTICES.**

Elad may give notice by means of an electronic mail to the e-mail address on record in Elad's account information or by first class mail to the address of record in Elad's account information. Such notice shall be deemed given six (6) hours after sending by electronic mail, or seventy-two (72) hours after sending by first class mail. Except as provided herein, Subscriber may give notice to Elad by facsimile-mail or delivery by nationally recognized overnight delivery service or first class mail to Elad. Such notice shall be deemed given when received by Elad.

Elad's Contact Details:

E-mail: _____;

Facsimile #: _____;

Address: 18 Raul Walenberg St., Tel-Aviv, Israel 6971915.

15. **CHANGES TO AGREEMENT.**

Elad reserves the right to modify the terms and conditions of this Agreement and its policies relating to the Service at any time, in its sole discretion, by providing notice in advance of the effective date of such changes ("**Amendment Date**"). Such notice shall be sent to Subscribers to the e-mail address Subscriber provided. Continuing to use the Service and failing to cancel your account by no later than the Amendment Date constitutes acceptance of the revised terms and conditions of the Agreement. This Agreement may not be modified or amended by Subscriber, except to the extent such amendment was authorized and approved in writing by Elad.

16. **GENERAL.**

16.1. The Agreement (together with the Order) and all matters arising out of or relating to the Agreement shall be governed exclusively by the laws of the State of Israel, without regard to its conflict of law provisions. Any legal action or proceeding relating to the

Agreement shall be brought exclusively in the competent courts of Tel Aviv, Israel and the parties hereby irrevocably agree to submit to the exclusive jurisdiction of such courts.

- 16.2. The waiver of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 16.3. In the event any provision of the Agreement is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect, but such provision shall be deemed modified to the extent necessary to render such term or provision enforceable, preserving to the fullest extent permissible the intent and agreements of the parties herein set forth.
- 16.4. The Agreement is intended for the sole and exclusive benefit of the parties thereto (and Elad's suppliers) and is not intended to the benefit of any third party on Subscriber's behalf.
- 16.5. The Agreement, together with the Order constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning such subject matter. In the event of any conflict or inconsistency between the T&C and the Order, the Order shall prevail.
- 16.6. The headings in the Agreement are for convenience of reference only and have no legal effect.
- 16.7. Subscriber may not assign or transfer the Agreement, in whole or in part, without Elad's prior written consent. Elad may without Your consent, assign this Agreement, provided that any such successor agrees to fulfill Elad's obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.