

**GENERAL TERMS AND CONDITIONS OF SERVICE  
FOR DEVOPS**

EFFECTIVE NOVEMBER 12, 2020

**1. General Terms.** These General Terms and Conditions of Service for DevOps (“**General Terms**”) apply to the service order (“**Service Order**”) entered into between Customer (as identified on the Service Order) (“**Customer**”) and the GlobalDots Group Company (“**Company**”) identified on such Service Order. The GlobalDots Group Companies are identified in Section 9(e) below. The Service Order, together with these General Terms sets forth the entire agreement and understanding between Company and Customer with respect to the purchase and sale of the Services (defined below) in accordance with such Service Order, and the same shall supersede all prior discussions and negotiations between the parties with respect thereto. In case of conflict between these General Terms and the terms of the Service Order, the terms of the Service Order shall prevail. The Service Order, together with these General Terms is referred to herein as the “**Agreement**”.

These General Terms may be updated from time to time by Company. The version of General Terms which shall govern and control in respect to the Service Order shall be the most recent version in effect as of the date on which the Service Order was signed

**2. Purchase and Sale of Services:** Company shall sell and provide to Customer and Customer shall purchase from Company the services as described in Service Order (“**Services**”).

**3. Service Fees; Payments:**

- a. Customer will pay all fees due for Services according to the prices and terms listed in the Service Order. The prices listed in the Service Order may be changed by written notice from Company to Customer no less than 30 days prior to the commencement of any renewal term. All amounts payable hereunder to Company shall be exclusive (i.e. net) of all sales, use, value-added, withholding and other taxes and duties (other than Company’s income tax).
- b. All fees for Services will be invoiced on or about the first day of the month following the month in which the Services were provided. Payment shall be made by Customer to Company no later than 30 days from invoice date, at an address or to such bank account designated by Company from time to time (as indicated on the invoice). Interest shall accrue on any delinquent amounts owed by Customer to Company at a rate equal to the lesser of (i) one percent (1%) per month or (ii) the maximum legal interest rate chargeable. In addition, Customer shall bear all costs (including reasonable legal fees), incurred by Company to collect any unpaid or delinquent amounts. Unless prohibited by applicable law or regulation, all invoiced amounts not disputed in writing by Customer within thirty (30) days of invoice date shall not be subject to dispute or challenge by Customer.

**4. Confidentiality; Customer Content**

- a. This Agreement, including the fact of its existence and all business terms of the Service Order is confidential (“**Confidential Information**”) and neither party hereto shall disclose or divulge any of the Confidential Information to third parties without the prior written consent of the other party.
- b. Neither party shall use the other party’s name, logo or marks without the other party’s prior written consent except that Company and its affiliates shall be permitted to use the unaltered name, logo or mark of Customer in its client referral lists, case studies, and other promotional or sales material (including on its website or in printed materials).
- c. Company acknowledges that Customer’s technology and intellectual property (the “**Customer Technology**”) constitute valuable trade secrets of Customer, and accordingly, Company agrees not to: (a) modify, adapt, alter, translate, or create derivative works from the Customer Technology; (b) distribute, sublicense, lease, rent, loan, or otherwise transfer the Customer Technology to any third party; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Customer Technology.
- d. Customer is solely responsible for all content and applications, including any third party content or applications, provided or made available to Company in connection with Customer’s use of the Services (“**Customer Content**”). Customer retains all right, title and interest in its Customer Content and Customer Content shall not be deemed part of any Service. Customer acknowledges that Company does not assume and should not be exposed to Customer’s business and operational risks associated with Customer Content. Customer shall defend, indemnify and hold Company harmless as a result of any claim by a third party against Company with respect to any Customer Content and the operation of Customer’s website (including commerce thereon).

**5. Disclaimer; Limitation of Liability:**

- a. Company expressly disclaims all warranties, terms and conditions of any kind with respect to the delivery, installation and use of the Services by Customer, contractual, statutory or otherwise in law or equity, or from a course of dealing or usage of trade, to the fullest extent permitted by law, including any implied warranties, terms and conditions of satisfactory quality, fitness for a particular purpose.
- b. Except for each party’s liability arising out of its indemnification, payment and confidentiality obligations, and subject to subsection (d) below, each party’s liability for all claims arising hereunder, whether in contract, tort, negligence or otherwise, shall not exceed the aggregate amount of fees paid or payable by

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Customer to Company under the Service Order during the twelve (12) months preceding the claim.

- c. In no event shall either party be liable for any (i) loss of data, (ii) loss of profits, (iii) loss of sales, (iv) loss of or damage to business, (v) loss of customers, (vi) business interruption, (vii) replacement services or (viii) any special, incidental, consequential punitive or indirect loss, however caused and regardless of theory of liability and whether in contract, tort, negligence or otherwise, even if such party has been advised of the possibility of such damages.

THE FOREGOING WILL NOT BE CONSTRUED TO LIMIT COMPANY'S RIGHT TO RECEIVE FEES PAYABLE UNDER THE SERVICE ORDER DURING THE FULL TERM THEREOF, EVEN TO THE EXTENT SUCH PAYMENTS INCLUDE AN ELEMENT OF PROFITS TO COMPANY.

- d. None of the exclusions and limitations in this section 5 shall apply in respect of (i) liability in negligence causing personal injury or death; (ii) liability for fraudulent misrepresentation; or (iii) any other liability which cannot by law be excluded or limited.

**6. Term and Termination:**

- a. The initial term of the Service Order shall be as indicated on the Service Order and shall automatically renew for successive terms of twelve (12) months each unless either party notifies the other of its intent to terminate at least thirty (30) days prior to the expiration of the applicable term.
- b. In the event that Company terminates the Service Order in accordance with subsection (c) below, or pursuant to the exercise of any other legal remedy or right, Customer shall remain liable for the fees that would have become due for the remainder of the Term (including the renewal thereof, if renewed or deemed renewed), in addition to all fees outstanding at the date of termination.
- c. Either party may terminate the Service Order at any time if (i) a receiver is appointed for the other party or its property, (ii) the other party makes an assignment of all or substantially all of its assets for the benefit of its creditors, (iii) proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law and not dismissed within 60 days, (iv) the other party liquidates or dissolves or attempts to do so, or (v) the other party commits any other breach of a material obligation hereunder which it fails to cure within 30 days of written notice, or ten days for monetary default, or immediately if it is by its nature incurable.
- d. Should Customer fail to pay any fees or other amounts due hereunder as and when due, Company shall provide written notice to Customer by email and/or fax of this fact and, if Customer fails to make the payment within

five (5) days of delivery of the notice, in addition to any other remedies Company may have hereunder or in law or at equity, Company will be entitled to suspend the Services under all applicable Service Orders.

**7. Privacy.**

- a. Each of Company and Customer may act as a Data Processor or Data Controller (as such terms are defined in the General Data Protection Regulation ("GDPR") and any corresponding or equivalent national laws (together, the "Data Protection Legislation")) in connection with their respective rights and obligations under this Agreement and each shall comply with its obligations as a Data Processor or Data Controller (as the case may be) under the applicable Data Protection Legislation. In addition, where Company Processes Personal Data (as such terms are defined in the GDPR) on behalf of the Customer, such Processing by Company as a Data Processor for the Customer as a Controller shall be governed by subsections (b) and (c) below.
- b. Where Company acts as a Data Processor for Customer (as a Data Controller), the subject-matter, the duration as well as the nature and purpose of the Processing, the type of Personal Data and the categories of data subjects are specified by the particular Service Order. In addition to the extent that the Provider identified in the Service Order processes Personal Data of Customer or its customers or end-uses, Customer consents to the appointment by Company of said Provider as a sub-processor for the purposes of processing personal data in connection with the provision of the Services under the Service Order.
- c. Where Company acts as a Data Processor for the Customer (as Data Controller), it shall (i) Process the Personal Data only on documented written instructions from the Customer, unless an exception in the meaning of Article 28 (3) (a) of GDPR applies, (ii) ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality, (iii) take all measures required pursuant to Article 32 of the GDPR, (iv) respect the conditions referred to in Article 28 (2) and (4) of the GDPR for engaging another processor, (v) assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights, (vi) at the Customer's cost and expense, assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to the Processor, (vii) at the choice of the Customer, delete or return all the Personal Data to the Customer after the end of the provision of services relating to the Processing, and delete existing copies unless Data Protection Legislation requires or allows storage of the Personal Data, (viii) make available to the Customer all information necessary to demonstrate compliance with

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the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, and (ix) immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Legislation.

- d. Each of Company and Customer agree to assist the other within such reasonable timescale as may be specified with all data subject rights requests received from data subjects of the Personal Data Processed in connection with this Agreement. Should a party receive any such requests directly which properly should be handled by the other, it will promptly inform such other party that it has received the request and forthwith forward to it the request and not respond in any way to such a request, except on the instructions of the other, unless otherwise required by applicable law or a regulatory authority.
  - e. Each of Company and Customer agrees to assist (at the other's cost and expense) the other within a reasonable timescale with the conduct of Data Protection Impact Assessments and Prior Consultation (as such terms are defined in the GDPR) requests to any regulatory authority.
  - f. Neither Company nor Customer shall transfer Personal Data Processed under this Agreement from one country to another outside of the European Economic Area unless such transfer is compliant with applicable Data Protection Legislation.
  - g. Each of Company and Customer shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk for the rights and freedoms of natural persons, including, as appropriate, the measures referred to in Article 32(1) of the GDPR with respect to any Personal Data Processed by such party.
- 8. Company Personnel.**
- a. Customer acknowledges that the employees, contractors and other staff engaged by Company and/or its affiliates to provide and/or support the Services ("Company Staff") are a valuable resource of Company which it has recruited and trained at considerable expense and effort. Accordingly, Customer agrees that during the term of the Service Order and for a period of (12) months thereafter it shall not solicit, induce, hire, employ or otherwise engage or seek to engage or employ (directly or via any of its affiliates) any Company Staff as an employee, consultant or in any other capacity.
  - b. In the event that Customer breaches the provisions of subsection (a) above and hires, employs or otherwise engages any Company Staff during the term of the Service Order or within twelve (12) months thereafter, Customer shall pay to Company as liquidated damages an amount equal to 12x the monthly amount paid by Customer to Company for the Company Staff member

so engaged, plus V.A.T., as applicable. The Parties hereto acknowledge that the foregoing is not a penalty but rather Company's damages or losses due to breach by Customer of subsection (a) above would be impossible or impracticable to determine and accordingly the amount set forth above is a fair and reasonable in light of the circumstances.

- c. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach or threatened breach of the provisions of this Section 8, and that Company may in its sole discretion, in addition to any other available remedies, apply to any court of law or equity of competent jurisdiction for and be entitled to specific performance and/or injunctive relief in order to enforce or prevent any violations of the provisions of this Section 8.
  - d. Company acknowledges and agrees that no employer-employee relationship shall exist between Customer and any Company Staff and Company shall be solely responsible for all payments and other amounts payable to or on behalf of Company Staff (including without limitation, disbursements to national insurance, pension and other amounts required under applicable law).
- 9. Miscellaneous:**
- a. Customer shall not sell, assign or resell or otherwise transfer the Services to a third party nor enter into any similar relationship with a third party to enable the purchase or use of the Services through Customer.
  - b. Customer shall not sell, assign or otherwise transfer or dispose of its rights and obligations under this Agreement without the prior written consent of Company; provided that Customer may, upon written notice to Company assign its rights and obligations hereunder in connection with a merger or the sale of all or substantially all of its assets
  - c. Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties.
  - d. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given for all purposes (a) when received or five (5) days after it is dispatched by recognized express courier service; or (b) upon the manual delivery thereof, to the respective addressee, or to such other address of which notice as aforesaid is actually received.
  - e. Should either party initiate legal proceedings against the other regarding any matter connected with this Agreement or arising there from, such proceedings shall be initiated only and exclusively before the courts of competent jurisdiction as set forth in the table below, and shall be governed by the procedural and substantive laws of such jurisdiction; provided, however, Company shall have the right to bring a claim against Customer for

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amounts owing hereunder in any jurisdiction in which Customer operates or has a place of business and the laws of such jurisdiction shall be applied.

<b>GLOBALDOTS GROUP COMPANY</b>	<b>GOVERNING LAW; VENUE</b>
Danidin Ltd.	Cyprus, Nicosia
Tango Siera Ltd.	Israel, Tel Aviv
GlobalDots, Inc.	New York (United States), New York
GlobalDots Services and Support GmbH	Germany, Berlin
GlobalDots Russia, LLC	Russia, Moscow
GlobalDots GK (Japan)	Japan, Tokyo
GlobalDots Marketing Ltd.	England, London

- f. The parties agree that, to the extent permitted by law, the United Nations Convention on the International Sale of Goods, or similar consumer protection legislation worldwide, does not apply in any respect to this Agreement.
- g. If any legal action is necessary to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to reasonable legal fees and costs.
- h. Neither party to this Agreement shall be held responsible for the performance of any obligations under this Agreement if such performance is hindered or prevented by any circumstances of force majeure, as recognized under applicable law; provided, however the foregoing excuse Customer from the payment of all amounts owing hereunder as and when due.
- i. Sections 3, 4, 5, 7, 8 and 9 of these General Terms shall survive the expiration or termination hereof.