



## BULWARX GENERAL TERMS AND CONDITIONS

These Bulwarx General Terms and Conditions apply with respect to the purchase of software, hardware and services from Bulwarx Ltd. unless otherwise agreed in a separate agreement between Bulwarx and customer.

### 1. PROFESSIONAL SERVICES

With respect to professional services provided by Bulwarx to customer ("Professional Services"), Bulwarx will use commercially reasonable efforts to provide the Professional Services in a professional manner in accordance with generally accepted industry standards. Bulwarx is the sole owner of all developments under Professional Services, and hereby grants customer a non-exclusive, non-transferable, non-sublicensable license to utilize such developments. In the event that the Professional Services do not comply with a SOW, customer shall so notify Bulwarx within 10 days of completion of the Professional Services, and Bulwarx shall at its sole option, either: (i) re-perform the applicable Professional Services in a manner that is compliant with such SOW, or (ii) terminate all or part of the applicable SOW and upon such termination, Bulwarx shall promptly refund customer all fees paid for the non-compliant Professional Services. Any changes to a SOW for Professional Services requested by customer will be subject to Bulwarx' approval, and will be charged separately at Bulwarx' per-hour rate.

### 2. THIRD PARTY SOFTWARE

All software not developed by Bulwarx ("Third Party Software") is provided to Customer subject to the End-User License Agreement ("EULA") of the software's developer. Customer agrees that it and its end users will be bound by the EULA. Bulwarx provides no warranties with respect to Third Party Software. Should customer not have received a copy of the EULA, it should promptly notify Bulwarx to receive one.

### 3. BULWARX SOFTWARE

With respect to software developed by Bulwarx ("Bulwarx Software") Bulwarx hereby grants customer a non-exclusive, non-transferable, non-sublicensable license to use the Bulwarx Software for the term specified, and subject to the other limitations set forth on the Bulwarx purchase order. Except as expressly set forth herein, Bulwarx will retain all intellectual property rights in the Bulwarx Software, and any suggestions, ideas, enhancements and modifications thereof. All Bulwarx Software is provided "AS IS", without warranty.

### 4. HARDWARE

"Hardware" refers to any computer and related equipment which is sold or made available to customer by Bulwarx. Customer understands that Bulwarx is not the manufacturer of any Hardware and therefore the only warranties offered are those of the manufacturer/distributor. With respect to Hardware, Bulwarx' sole obligation will be to pass through and assign to customer any third party's warranty which Bulwarx receives in connection with such hardware (to the extent permitted by the manufacturer/distributor of such Hardware).

### 5. SUPPORT SERVICES

With respect to support services provided by Bulwarx to customer ("Support Services"), Bulwarx will use commercially reasonable efforts to provide the Support Services in a professional manner in accordance with generally accepted industry standards. Bulwarx shall not be required to provide Support Services if (i) customer is not then current with its maintenance and support payments for such software, or (ii) changes have been made to the technology infrastructure (software or hardware based) if such changes are the basis for such Support Services being necessitated.

With respect to Support Service Levels in a purchase order, the following definitions shall apply:

**Level 1 (Critical):** An extreme impact on a production system with no workaround or alternative available. Examples include: (a) A complete loss of service even after a restart has been performed, or (b) Service hangs or is unusable.

**Level 2 (High Impact):** A high impact on a production system. Essential service operations are disrupted but a workaround exists which allows for the continuance of essential operations

**Level 3 (Medium Impact):** A medium impact on a production or test system that involves a partial or limited loss of non-critical functionality but a workaround exists which allows for the continuance of normal operations.

**BULWARX TERMS AND CONDITIONS**

**Level 4 (Low Impact):** A low impact on a production or test system that involves no loss in functionality or a general usage question and including questions that reference product documentation.

### 6. PAYMENT

Unless otherwise agreed, payment by Customer shall be as follows: (i) payment for Hardware, Third Party Software and Bulwarx Software shall be due **within** 30 days from invoice of the Hardware, Third Party Software or Bulwarx Software, as applicable; (ii) payment for Support Services shall be made prior to the commencement of the Support Services; and (iii) payment for Professional Services shall be made no later than 30 days after completion of the Professional Services, or if customer has requested additional Professional Services to ensure compliance with the SOW, upon completion of the additional Professional Services. Amounts which are not received by the due date shall be subject to a late fee of one and one-half percent (1.5%) or the highest amount allowed under applicable law, whichever is lower, per month and compounded monthly, commencing from the payment due date. If customer fails to make any payment when due, Bulwarx may, without prejudice to any other remedies it may have, suspend delivery or access of any other hardware, software or services upon notice to customer until payment has been made in full. Unless otherwise stated, Bulwarx' fees do not include, and customer shall be responsible to bear, any taxes, levies or duties of any nature.

### 7. EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY

EXCEPT FOR THE SPECIFIC WARRANTIES SET FORTH ABOVE (IF ANY), THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY BULWARX, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. BULWARX DOES NOT GUARANTEE THAT CUSTOMER'S ACCESS TO OR USE OF ANY SOFTWARE, HARDWARE AND/OR SERVICES WILL AT ALL TIMES BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN ADVICE GIVEN BY BULWARX, ITS AGENTS OR EMPLOYEES SHALL CREATE ANY WARRANTY OR OTHERWISE BIND BULWARX. IN NO EVENT SHALL BULWARX, ITS AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES EVEN IF BULWARX HAS BEEN ADVISED OF THE POSSIBILITY OR PRIOR OCCURRENCE OF SUCH DAMAGES. BULWARX' MAXIMUM CUMULATIVE LIABILITY (REGARDLESS OF THE FORM OF ACTION) SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY BULWARX FROM CUSTOMER FOR THE SPECIFIC ITEM FOR WHICH A CLAIM IS MADE.

### 8. CONFIDENTIALITY

The receiving party shall not disclose or use any confidential Information of the disclosing party for any purpose outside the scope of their business relationship except with the disclosing party's prior written permission. Each party agrees to protect the confidentiality of the confidential information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind.

### 9. MISCELLANEOUS

These Terms and Conditions shall be construed and interpreted in accordance with the laws of the State of Israel, without regard to its conflict of laws principles. The sole venue and jurisdiction for disputes arising hereunder shall be the appropriate court located in the Tel Aviv-Jaffa district. These Terms and Conditions and related purchase order represent the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements, representations and warranties relating to the subject matter hereof. If customer issues a purchase order, the terms thereof such be null and void, and customer agrees that the terms contained herein and in the Bulwarx purchase order will control.