

EULA

This End User License Agreement (the “**Agreement**”) is between Zero Networks Ltd. (**Zero**), and the entity or individual agreeing to these terms (**Customer**).

1. **Platform-as-a-Service.** This agreement provides Customer access and usage of proprietary Platform as a service **designated for network access policies' definition and enforcement** (the “**Service**”).

2. **Subscription Terms**

- a. **General.** You represent and warrant that you have the right, authority and capacity to enter into this Agreement. In addition, you represent and warrant that all registration information that you submit or that is submitted on your behalf is complete, accurate and truthful,
- b. **Subscriptions.** There are several variations/packages of the Service that You may subscribe to, which may defer by their scope of Services all as detailed in <https://zeronetworks.com> (“**Subscription(s)**”). Zero is entitled to change, modify, amend and recreate the Subscriptions, without prior notice.
- c. Subject to all of the terms and conditions of this Agreement, when you subscribe to Zero’s Service, upon completion of the subscription process you are granted, as of the Effective Date, a non-transferable, non-sub licensed, non-exclusive, limited, and revocable right to access and use the Service included in the selected Subscription

3. **USE OF SERVICE.**

a. **Customer Owned Data.** All data uploaded by Customer and collected by the Service remains the sole property of Customer, as between Zero and Customer (**Customer Data**). Customer grants Zero the right to use, store and modify the Customer Data solely for purposes of Zero performing the Services under this Agreement. Customer hereby warrants to Zero that it either owns, or is a licensee, of the Customer Data and has the full requisite power and authority to grant Zero such usage rights in the Customer Data and that there are no additional consents or approvals required for granting such usage rights.

b. **Access and Usage.** Customer may authorize its employees, service providers, and other third parties (“**Representatives**”) to access the Service with user credentials, which access must be for the sole benefit of Customer and in compliance with this Agreement. Customer is responsible for such Representatives compliance with this Agreement.

c. **Customer Responsibilities.** Customer (i) must keep its credentials secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Zero promptly of any such unauthorized access; and (iv) may use the Service only in accordance with applicable law.

d. **Maintenance and Support.** During the Term of this engagement, Zero shall provide the Customer with remote maintenance and support services available during Zero's working hours via phone or e-mail. Such services shall include solving of major problems (materially effecting

the operational aspects of the Service), on a best effort basis. Zero makes no guarantee for support for other (lesser in their priority) problems.

4. WARRANTY DISCLAIMER. ZERO DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE, MAY BE INTERRUPTED OR CONTAIN AN ERROR. WHILE ZERO TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, ZERO DOES NOT GUARANTEE THAT THE SERVICE AND THE ACCESS TO THE SERVICE CANNOT BE COMPROMISED. NO LICENSOR, DEALER, DISTRIBUTOR, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

Certain supported third-party web services or technology that the Service integrates with may be made available within the Service, if Customer has an account and agreement with the applicable third party. Zero has no liability regarding those web services or technology, and Customer's agreement with that third-party solely governs Customer's access and usage of that web service or technology.

5. MUTUAL CONFIDENTIALITY.

a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), 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 the circumstances of disclosure ("**Confidential Information**"). Zero's Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout).

b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.

c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) the Recipient can demonstrate in its records that such information was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information, as can be demonstrated. If the Recipient is required or becomes compelled to disclose any Confidential Information of the Discloser pursuant to law or a judicial or administrative order or decree, the Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. Zero PROPERTY.

a. **Reservation of Rights.** The software, workflow processes, user interface, designs, know-how, and any other technologies provided by Zero as part of the Service are the proprietary property of Zero, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Zero. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. Zero reserves all rights unless expressly granted in this Agreement. Zero may use during and after the Term all aggregate non-identifiable data in the Service for purposes of enhancing the Service, technical support and other business purposes.

b. **Restrictions.** Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity, unless otherwise provided under an another agreement with Zero; (ii) use the Service for any, unlawful or tortious purpose or in such manner or in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

c. **API.** Zero provides access to its application-programming interface (“**API**”) as part of the Service for no additional fee. Subject to the other terms of this Agreement, Zero grants Customer a non-exclusive, nontransferable, revocable license to interact with the API only for purposes of interacting with the Service as allowed by the API.

- i Customer may not use the API in a manner, as reasonably determined by Zero, that exceeds reasonable request volume or constitutes excessive or abusive usage. If any of these occur, Zero can suspend or terminate Customer’s access to the API on a temporary or permanent basis
- ii Zero may change or remove existing endpoints or fields in API results upon at least 30 days notice to Customer, but Zero will use commercially reasonable efforts to support the previous version of the API for at least 6 months. Zero may add new endpoints or fields in API results without prior notice to Customer.
- iii Zero will maintain and provide access to an API, unless it terminates the API for all customers with notice, as it is not technically feasible or economically viable to continue granting access to the API.
- iv The API is provided on an ‘AS IS’ and ‘WHEN AVAILABLE’ basis. Zero has no liability to Customer as a result of any change, temporary unavailability, suspension, or termination of access to the API.

7. LIABILITY LIMIT.

A. EXCLUSION OF INDIRECT DAMAGES. ZERO IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; LOST PROFITS AND ANY FAILURE OF DELIVERY OF THE SERVICE).

B. LIMIT ON LIABILITY. EXCEPT FOR ZERO’S INDEMNITY OBLIGATIONS OR BREACH OF CONFIDENTIALITY, ZERO’S LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT

EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 6 MONTHS UNDER THIS AGREEMENT.

8. Term and Termination.

a. **Term.** This Agreement is effective as of the day of subscription to the Service ("**Effective Date**") and will terminate upon the lapse of the subscription period (as may be renewed from time to time) or until terminated according to section 8b herein.

b. **Termination for Material Breach.** If Customer is in material breach of this Agreement, Zero may terminate this Agreement with immediate effect, if the breach has not been cured within 30 days of a notice by Zero regarding said breach.

c. Return of Customer Data.

- During the term, Customer may download the Customer Data.
- 30 days after the termination of the subscription, Customer will no longer have access to the Service, its account or the Customer Data.
- 30 Days after termination of the subscription, Zero has no obligation to maintain the Customer Data and may destroy it.

d. **Suspension of Service for Violations of Law.** Zero may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law or any provision of this Agreement, including failure to pay the amount due to Zero in a timely manner. Zero will attempt to provide adequate notice.

9. Governing Law and Forum. This Agreement is governed by the laws of Israel, without regard to conflict of law principles. Any dispute arising out of or related to this Agreement may only be brought to the courts of Tel Aviv, Israel. Both parties consent to the exclusive jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

10. Indemnity by Zero For Infringement.

a. **Defense of Third Party Claims.** Zero will defend or settle any third party claims against Customer alleging that the Service (not related to Customer Data) used in accordance with this Agreement violates a copyright, patent, trademark or other intellectual property right, if Customer:

- Promptly notifies Zero of the claim in writing;
- Cooperates with Zero in the defense; and
- Allows Zero to solely control the defense or settlement of the claim.

Zero will pay infringement claim defense costs, and Zero negotiated settlement amounts, and court awarded damages.

b. **Remedies.** If such a claim appears likely, then Zero may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Zero determines that none of these are reasonably available, then Zero will terminate the Service and provide a refund of any prepaid and unused amounts.

c. **EXCLUSIONS.** ZERO HAS NO OBLIGATION FOR ANY CLAIM ARISING FROM:

- ZERO'S COMPLIANCE WITH CUSTOMER'S SPECIFICATION, INSTRUCTIONS, OR TECHNICAL INFORMATION;
- MODIFICATIONS MADE OTHER THAN BY ZERO;
- A COMBINATION OF THE SERVICE WITH OTHER TECHNOLOGY WHERE THE INFRINGEMENT WOULD NOT OCCUR BUT FOR THE COMBINATION; OR
- TECHNOLOGY NOT PROVIDED BY ZERO.

This section contains Customer's exclusive remedies and Zero's sole liability for intellectual property infringement claims.

11. MISCELLANEOUS.

a. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. In addition to other available legal or equitable remedies, the other party may seek a court order to stop any breach or avoid any future breach.

b. **Entire Agreement and Changes.** This Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification of this Agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

c. **Electronic Notice.** For purposes of service messages and notices about the Services, Zero may place a notice across its pages to alert Customer of important notices. Alternatively, notice may consist of an email to an email address associated with Customer's account. Customer understands that Zero has no liability associated with Customer's failure to maintain accurate contact information or other information.

d. **No Assignment.** Neither party may assign or transfer this Agreement to a third party, except that this Agreement may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party without a prior consent of the other Party.

e. **Independent Contractors.** The parties are independent contractors with respect to each other.

f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for force majeure events.

g. **No Additional Terms.** Zero rejects additional or conflicting terms of any Customer form or document.

h. **Survival of Terms.** Any terms that by their nature survive termination or expiration of this Agreement, will survive.