

## Cassiopeia Service Terms and Conditions

Cassiopeia Social Innovation Ltd. ("Cassiopeia", "Company", "we" or "us") welcomes you, your organization and its employees ("you" or "your") to our unique platform, developed by us, which provides data regarding teams in high risk for offensive behaviors; with that data, the Company creates customized solutions and training to help organizations achieve a safer working environment, while also providing its customers with online tools regarding offensive behaviors violations including reporting tool allowing secured communication to a designated organ in the Customer's organizations carried anonymously or identified according to the person that reports the incident preferences (the "Platform"). You may only use the Platform in accordance with the terms and conditions hereunder. YOU HEREBY REPRESENT THAT YOU HAVE THE FULL POWER AND AUTHORITY TO BIND YOUR ORGANIZATION WITH RESPECT TO THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, ANY ACT OR OMISSION PERFORMED BY YOU IN CONNECTION WITH THE PLATFORM SHALL OBLIGATE YOUR ORGANIZATION.

By entering, connecting to, accessing or using the Platform, you acknowledge that you have read and understood the following terms of use (the "Agreement") and you agree to be bound by it and to comply with all applicable laws and regulations regarding your use of the Platform, and you acknowledge that this Agreement constitutes a binding and enforceable legal contract between us and you.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACTIVATE THE PLATFORM.

### **1. SCOPE OF USE**

1.1. Limited License. Subject to the terms and conditions of this Agreement, we hereby grant to you, a limited, nonexclusive, non-transferable, non-assignable (by operation of law or otherwise), revocable, royalty-free right and license, without the right of sublicense, solely for the use of the Platform in the manner and for the purpose of consulting with a person designated by your organization to handle complaints and review data and insights regarding offensive behaviors within the organization (the "License").

1.2. Access to the Platform. We shall activate an account for you for access and use of the Platform's dashboard, through which your permitted employees ("Admins") shall be directed to the Platform. Also, we shall activate another account for the Platform's anonymous communication channel and surveys, through which any of your employees or other staff members (the "Users") shall be directed.

1.3. Obligations, Representations and Warranties. You hereby represent and warrant that you have and will retain all rights, permissions and licenses necessary to enter and perform your obligations hereunder. You will use the Platform, during the term of this Agreement, in a careful and proper manner in accordance with the Platform documentation (including, but not limited to, this Agreement and our privacy policy), and in compliance with all laws, ordinances or regulations relating to the use of the Platform, including but not limited to, applicable restrictions concerning the protection of privacy and any intellectual property rights. We shall retain right to modify and/or update the Platform from time to time, at our professional discretion. You will take any action reasonably requested by us to maintain or improve the use or functionality of the Platform. You will obtain all permits and/or consents required by law, if any, for your use of the Platform.

### 1.4. Intellectual Property

The Platform, our proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned by and/or licensed to us and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by us and our licensors.

1.5. License Restrictions. You will not: (i) alter, modify, debug, reverse engineer, or decrypt the software underlying the Platform or any part thereof, nor attempt to do any of the foregoing; (ii) create derivative works or make copies of such software, the Platform interface or documentation; (iii) remove any of our proprietary marks appearing in the Platform or documentation] without our written consent obtained prior thereto; or (iv) disclose the results of any benchmarking of the Platform or use such results for its own competing development activities. You may not assign, rent, transfer, or sell any of your rights under this License or this Agreement without the prior written consent of us.

1.6. Use of Your Name. We may use your name in our promotional material such as press releases, advertising, mailings or any promotional activity, provided, however, we obtain your approval to such marketing material prior to publication.

1.7. Users Consent. Any User's access and use of the Platform shall be contingent upon such User granting his/her consent to the terms of our notice to end users, attached hereto as **Exhibit A** (the “**Notice**”). For the avoidance of doubt, any User who shall not approve the terms of the Notice upon accessing the Platform, shall not be able to use the Platform and we shall not have any responsibility and/or liability in that respect. You may not alter the terms of the Notice or agree to any conflicting, different or additional terms from those set forth in the Notice without our prior written consent. In the event that your agreement with the Users shall include provisions which contradict the provisions under this Agreement or the Notice, you shall indemnify us for any and all costs and damages arising to us from any such contradiction.

1.8. Operation of the Program require the Customer and its Users to provide, upload, transmit, or make accessible to Company certain data, which may include identifiable information (collectively, the “**Customer Data**”). We may collect, store use and publish statistical, anonymous, analytical, non-personal, encrypted data derived from the use of the Platform (the “**Metadata**”), all subject to applicable law.

## 2. TERM & TERMINATION

This Agreement shall remain in effect until terminated as set forth herein. Your failure to comply with any of the terms and conditions herein shall terminate your license and this Agreement. In addition, you may terminate this agreement at any time by stopping your use of our Platform and this will be your sole remedy in such circumstances. In such circumstance and upon termination of this Agreement in the event of your failure to comply herewith: (i) the license and all other rights granted to you hereunder will automatically terminate; (ii) you must immediately cease all use of the Platform; and (iii) the provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive.

## 3. LIMITED WARRANTIES

You acknowledge and understand that the Platform and its ancillary documentation are provided “**AS IS.**” **WE MAKE NO WARRANTY TO YOU OR ANY OTHER THIRD PARTY OF ANY KIND WITH RESPECT TO THE PLATFORM OR SUCH DOCUMENTATION AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR, OR REPRESENTATIVE IS AUTHORIZED TO MAKE ANY WARRANTIES ON BEHALF OF US OR TO ASSUME FOR US ANY OTHER LIABILITY. YOU ARE AWARE THAT THE USE OF THE PLATFORM AND ITS UNDERLYING SOFTWARE MAY CAUSE VARIOUS ERRORS AND MALFUNCTIONS IN ITS SYSTEMS. WE MAKE NO WARRANTY AND SHALL HAVE NO RESPONSIBILITY WHATSOEVER TO YOU AND/OR USERS AND/OR ADMINS AND/OR ANY THIRD PARTY WITH REGARD TO THEIR MANNER OF USE OF THE PLATFORM AND/OR THE CONTENT OF INFORMATION TRANSFERRED VIA THE PLATFORM AND/OR THEIR EXPECTATIONS FROM THE USE OF THE PLATFORM AND THE ENFORCEMENT OR FULFILLMENT OF ANY APPLICABLE LAW BY THE USAGE OF THE PLATFORM. WE DO NOT MONITOR THE CONTENT OF THE TRANSFERRED INFORMATION AND SHALL HAVE NO LIABILITY IN REGARD TO IT.**

## 4. LIMITATION OF LIABILITY

4.1. **WE, OUR EMPLOYEES, AGENTS AND/OR AFFILIATES WILL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES TO ANY PERSONS OR TANGIBLE OR INTANGIBLE PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT. IN ADDITION, IN NO EVENT WE WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE OR PROFIT AND WE FURTHER DISCLAIM ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL,**

CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. THIS DISCLAIMER OF LIABILITY WILL NOT APPLY IN RESPECT OF ANY CLAIM WHICH ARISES OUT OF THE GROSS NEGLIGENCE OR THE WILLFUL ACTS OR OMISSIONS OF US OR PERSONS FOR WHOM IT IS VICARIOUSLY LIABLE IN LAW. IT IS HEREBY CLARIFIED THAT WE SHALL NOT BE LIABLE FOR ANY DAMAGES TO ANY PERSON OR ENTITY CAUSED BY THE IMPROPER CONDUCT OF YOU, ANY OF YOUR REPRESENTATIVES, USERS, ADMINS, AND/OR ANY OTHER THIRD PARTY IN THE FRAMEWORK OF THE USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ARISING FROM MISLEADING OR NEGLIGENT CONSULTATION TO USERS AND/OR OFFENSIVE AND/OR DEFAMATORY INFORMATION DELIVERED VIA THE PLATFORM. YOU SHALL INDEMNIFY US FOR ANY COSTS INCURRED BY US AS A RESULT OF ANY CLAIM OR ACTION IN CONNECTION WITH THIS AGREEMENT WHICH ARE NOT THE RESULT OF THE GROSS NEGLIGENCE OR THE WILLFUL ACTS OR OMISSIONS OF US. WE HAVE DEVELOPED THE PLATFORM AS A TECHNOLOGICAL SOLUTION ONLY. THE COMPANY HAS NO KNOWLEDGE OR UNDERSTANDING OF LOCAL LAWS' RULES OR REGULATIONS IN GENERAL AND PARTICULARLY IN THE FIELDS OF OFFENSIVE BEHAVIORS. THE SERVICES PROVIDED THROUGH THIS PLATFORM DOES NOT NECESSARILY COMPLY WITH ANY APPLICABLE STATUTORY REQUIREMENTS OR REPLACE ANY OBLIGATIONS THEREIN. YOU REPRESENT AND WARRANT THAT YOU WILL PERFORM ALL NECESSARY ACTIONS TO FULFILL THE REQUIREMENTS OF SUCH APPLICABLE LAW OR REGULATIONS.

## 5. INDEMNIFICATION

You agree to defend, indemnify and hold us and our representatives harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Platform; (ii) your violation of this Agreement; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Platform; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Platform. It is hereby clarified that this defense and indemnification obligation will survive the Agreement. Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

## 6. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with our prior written consent and any such attempted assignment or transfer will be void. We may transfer and assign any of our rights and obligations under this Agreement without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. A breach by you of you promises or obligations hereunder may result in irreparable and continuing damage to us for which there will be no adequate remedy at law, and we will be entitled to seek injunctive relief and/or specific performance, and any other relief as may be proper. We may, at our sole discretion, change this Agreement from time to time, including any other policies incorporated thereto. In case of any material change, we will make reasonable efforts to post a clear notice on the Platform. Such material changes will take effect seven (7) days after such notice was provided on our Platform. In the event that the Agreement should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind us in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. This Agreement will be governed by the laws of the State of Israel without regard to its conflict of laws. This Agreement is in the English language only, which language will be controlling in all respects, and all versions hereof in any other language will be for accommodation only and will not be binding upon the parties hereto.

Last updated: August, 2019

## Exhibit A

### Notice

This service provides data regarding teams in high risk for offensive behaviors; with that data, the service creates customized solutions and training, while also providing its customers with online tools regarding offensive behaviors violations including reporting tool allowing secured communication to a designated organ in your company carried anonymously or identified according to the person that reports the incident preferences (the "**Platform**"). The Platform is owned and operated by Cassiopeia Social Innovation Ltd. ("**Cassiopeia**" or "**we**"). By using the Platform, you agree that you have read and understood the terms below.

The Platform allows you to report incidents constituting offensive behaviors such as sexual harassment, bullying and discrimination that have occurred in your workplace, safely and discreetly, to designated organ in your company and to communicate with such person without fear of exposing your identity and personal details, unless you choose to provide them. Also, the platform analyze your surveys results and additional data in order to provide data and insights regarding teams in high risk for offensive behaviors in your company; with that data, the platform provides solutions and training to help your company achieve a safer working environment (the "**Services**").

When you use the Platform, we may gather, collect and store identifiable and non-identifiable information, including but not limited to, technical and behavioral information, email metadata, demographics and organizational data. We may place and use industry-wide technologies such as "cookies" (or similar tracking technologies), which stores certain information on your computer or mobile device.

**Under no circumstance will we collect or share with any third party any personal information relating to you, including any communications you may have with the person in charge of treating offensive behaviors incidents at your workplace.**

**Cassiopeia does not monitor and is not responsible for the content of the messages transmitted through the Platform and is not responsible for the handling of complaints, requests or messages transmitted via the Platform, and the handling thereof, if any. Cassiopeia will not be liable for any damages caused to you or any other person as a result of, or in connection with, your use of the Platform. Your use of the Platform is at your own risk.**

o the maximum extent legally permissible, the Services, the Platform and the content therein are provided on an "As-Is" and "As Available" basis, without any warranties of any kind, express or implied, including but not limited to, warranties of title or non-infringement or implied warranties of use, merchantability or fitness for a particular purpose and warranties that the use of the Platform and/or Services will be uninterrupted or error-free. We make no representation regarding the accuracy, availability, completeness, legality, quality and/or suitability of the Platform and/or any of the information and/or Services provided via the Platform, and we are not and shall not be responsible for any error, fault or mistake of any and all content therein. To the maximum extent legally permissible, in no event shall Cassiopeia, including Cassiopeia's representatives, be liable for any damages whatsoever to you or any third party, resulting from or arising out of your use of the Platform and/or Services.

ll rights to the Platform, including any content related thereto such as materials, text, button icons, images, data compilations, other specialized content, designs, data, the "look and feel" of the Platform, interface, GUI, graphics and other features obtained from or through the Platform (and any intellectual property rights pertaining thereto, including marks and logos and all other proprietary identifiers used by Cassiopeia in connection with the Platform) are owned by and/or licensed to Cassiopeia and are

protected by applicable copyright and other intellectual property laws and international conventions. All rights not expressly granted to you hereunder are reserved by the Company and its licensors and nothing in these terms constitutes a waiver of Cassiopeia's intellectual property under any law.

If you have any questions or comments concerning the Platform, you are welcome to send us an email to [contact@cassiopeia.tech](mailto:contact@cassiopeia.tech).