

Cassiopeia's Remote Work Solution - Terms and Conditions

Cassiopeia Social Innovation Ltd. ("Cassiopeia", "Company", "we" or "us") welcomes you, your organization and its employees ("you", "your" or "Customer") to our unique solution, developed by us, which provides insights about team dynamics (the "Solution"). You may only use the Solution 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 SOLUTION SHALL OBLIGATE YOUR ORGANIZATION.

By entering, connecting to, accessing or using the Solution, 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 Solution.

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

1. SCOPE OF USE

1.1. **Terms of use.** Company hereby grants to Customer, for the duration of the term detailed in the Commercial Terms (the "Term") and for the consideration, 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 to use the Solution and the solely for internal business purposes (the "License").

1.2. **Access to the Solution.** The Company shall provide the Customer with the access and use of the Solution, solely by Customer's employees and contractors who are explicitly authorized by the Customer to use the Solution (each, a "Permitted User"). The Customer hereby acknowledges and agrees: (i) to keep, and ensure that the Permitted Users will keep the access to the Solution's reports, including login details and passwords secured at all times, and otherwise comply with the terms of this Agreement; and (ii) to remain solely responsible and liable for the activity that occurs in the account and for any breach of this Agreement by a Permitted User.

1.3. **Customer Obligations, Representations and Warranties.** Customer hereby represents and warrants that it has and will retain all rights, permissions and licenses necessary to enter and perform its obligations hereunder. Customer will use the Solution, in a careful and proper manner in accordance with the Solution documentation, and in compliance with all laws, ordinances or regulations relating to the use of the Solution including but not limited to, applicable restrictions concerning the protection of privacy and any intellectual property rights. Customer will provide the Company with feedback data (e.g., questions, comments,

suggestions or the like) regarding the Solution (collectively, "Feedback"), and such Feedback shall be deemed non-confidential. All intellectual property rights in such Feedback will belong exclusively to Company, and Customer hereby irrevocably assigns all such rights to Company. Company shall have the right to modify and/or update the Solution from time to time, at its own discretion. Customer will take any action reasonably requested by Company to maintain or improve the use or functionality of the Solution.

1.4. **License Restrictions.** Customer will not, and shall not allow any of its Permitted User or any other third party to: (i) make copies of the Solution, its interface or documentation; (ii) remove any Company proprietary marks appearing in the Solution [or remove the Solution from its place of installation] without Company's written consent obtained prior thereto; or (iii) disclose the results of any benchmarking of the Solution or use such results for its own competing development activities. Customer may not assign, rent, transfer, or sell any of its rights under this License or this Agreement without the prior written consent of Company.

1.5. **Use of Customer's Name.** Company may use the Customer's name in its promotional material such as press releases, advertising, mailings or any promotional activity, *provided, however*, Company obtains Customer's approval to such marketing material prior to publication.

1.6. **Users Consent/Users Data.** Operation of the Solution requires the Customer and its Users (as defined below) to provide, upload, transmit, or make accessible to Company certain data, which may include identifiable information (collectively, the "Customer Data"). The Customer represents and warrants that it has all the necessary rights, consents, and permissions to hold and use the Customer Data and that such data does not infringe any third party's intellectual property rights, privacy rights or publicity rights. The Company shall be considered granted a non-revocable, non-exclusive, assignable, sub-licensable, royalty-free license to use the Customer Data in order to provide the services to the Customer. Any access and use of the Solution by the employees of the Customers (the "User") shall be contingent upon such User granting his/her consent to the terms of the Company's Privacy Policy (the "Privacy Policy") available at: <https://docs.cassiopeia.tech/Privacy%20Policy.pdf>

For the avoidance of doubt, any User who shall not approve the terms of the Privacy Policy, shall not be able to use the Solution. In the event that the Customer's agreement with its Users shall include provisions which contradict the provisions under this Agreement or the Privacy Policy, Customer shall indemnify the Company for any and all costs and damages arising to Company from such contradiction.

1.7. The Company may collect, store, use and publish non-identifiable information, aggregated and analytics information arising from the Customer's use of the Solution and/or arising from the Customer Data (the "Analytics Information"),

in order to provide and improve the Solution, the Company's services and for any legitimate business purpose. The Company is and shall remain the sole owner of the Analytics Information

1.8. **Effect of Termination.** Upon termination or cancellation of this Agreement, unless the parties decided to extend the engagement pursuant to the Commercial Terms, the Company shall terminate Customer's account in the Solution. Customer shall immediately cease the use of the Solution (and shall make sure its Permitted Users shall cease the use).

2. **Billing.** All sums payable under the Commercial Terms shall be made in USD and shall not be inclusive of VAT. Payments under the Commercial Terms shall be made pursuant to invoices issued by the Company to the Customer, within 30 (Thirty) calendar days after receipt of the invoice. Each party will pay its own applicable taxes and bank fees and any other charges imposed.

In the event that Customer does not pay the consideration pursuant to the Commercial Terms (the "Consideration") when due, then the Company shall be entitled to terminate this Agreement immediately, without any prior notice to Customer.

The Company shall be entitled to amend the Consideration and terms of payment from time to time by delivering a prior written notice to the Customer.

3. **No Warranties.** Customer acknowledges and understands that the Solution and any content provided thereunder, and its ancillary documentation are provided "as is." Company makes no warranty to Customer or any other third party of any kind with respect to the Solution or such documentation and hereby disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. The company makes no warranty and shall have no responsibility whatsoever to the Customer and/or Users and/or any third party with regard to their manner of use of the Solution and/or the content of information and/or Customer Data provided via the Solution.

4. **Disclaimer of liability.** Company, Company's employees, agents and/or affiliates will not be liable for any injuries or damages to any person, tangible or intangible property resulting from any cause whatsoever in connection with this Agreement. In no event will Company be liable for any damages resulting from loss of data, loss of use or loss of revenue or profit and Company further disclaims 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 Company has 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 the Company or persons for

whom it is vicariously liable in law. Any content provided via the Solution is not and cannot replace professional advice.

5. **Title.** Title to the Solution and its documentation including code, specifications, notes, etc. will remain the personal property of Company and/or its licensors and title is and will remain vested in Company.

6. **Confidentiality.** Each party may have access to certain non-public and/or proprietary information of the other party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the “**Confidential Information**”). Each party shall 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 other party's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the other party except as expressly permitted under this Agreement or by applicable law. Each party may disclose Confidential Information to its affiliates' directors, officers, employees, agents, legal or financial representatives who have a demonstrable need to know such Information, provided that they have been informed of and have agreed to be bound by similar nondisclosure obligations under this Agreement. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing party.

7. **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 sub-licensable by Customer except with Company's prior written consent and any such attempted assignment or transfer will be void. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

Neither party will be liable for failure of or delay in performing obligations set forth in this Agreement, and will not be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond its control.

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 Customer of its promises or obligations hereunder may result in irreparable and continuing damage to Company for which there will be no

adequate remedy at law, and Company will be entitled to seek injunctive relief and/or specific performance, and any other relief as may be proper.

Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of an authorized representative of the parties. Except as otherwise expressly provided herein, no amendment to this Agreement will be effective unless made in written form and signed by both parties.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement will be governed by the laws of the State of Israel without regard to its conflict of laws.

8. **Changes to Terms of Use.** The Company may, from time to time, change this Agreement. Such revisions shall be effective immediately; *provided, however*, for existing Customers, such revisions shall, unless otherwise stated, be effective 30 (Thirty) days after posting.

Last updated: June 2020