

TERMS OF USE

Welcome to [GS Integration Server] (the "Product" or "Services"). Before you proceed, please read the following Terms of Use carefully. Below we have listed important legal terms that apply to anyone who uses SASA SOFTWARE's ("SASA" or "We" or "Us") Services and/or Product and/or visits SASA's website <https://www.sasa-software.com> (the "Website"). These terms are necessary in order to protect both you and Us and to make our services possible. By accessing or using the Website and/or Product, you agree to be bound by these legal terms. If you do not agree with these terms, do not use the Product or the Website.

NO WRITTEN APPROVAL IS NECESSARY OR A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS TERMS OF USE.

THEREFORE, YOU HEREBY ALSO ACKNOWLEDGE THE ACCEPTANCE OF THE TERMS AND CONDITIONS - AS SET FORTH IN THESE TERMS OF USE AND/OR TERMS AND CONDITIONS OF THE THIRD PARTIES SERVICES PROVIDERS – IN CASE SUCH ARE AND/OR WILL BE INCLUDED IN THE PRODUCT – AS THEY HEREBY REFERENCED OR LINKED AND/OR APPEAR ON THEIR PRODUCTS AND/OR ON THEIR OFFICIAL WEBSITES - AT THEIR CURRENT APPLICABLE VERSION AND THEN IN EFFECT FROM TIME TO TIME.

FOR THE AVOIDANCE OF DOUBT, SASA'S SERVICES (AS DEFINED IN THESE TERMS OF USE) DO NOT INCLUDE SERVICES, APPLICATIONS, FEATURES, OR COMPONENTS THAT WERE BUILT, DEVELOPED, CONNECTED OR OFFERED BY A USER, EVEN IF PRESENTED ON THE SASA'S WEBSITE.

SASA MAY AMEND OR UPDATE THESE TERMS OF USE AT ANY TIME, AND SUCH AMENDED OR UPDATED TERMS OF USE SUPERSEDES ANY PREVIOUS VERSIONS AND YOUR CONTINUED USE OF ANY AFFECTED PRODUCT OR ACCESSING THE WEBSITE AT ANY POINT AFTER - WILL CONSTITUTE YOUR ACCEPTANCE OF THE AMENDMENT OF THIS TERMS OF USE. SASA MAY REQUIRE THAT YOU ACCEPT THE AMENDED TERMS OF USE IN ORDER TO CONTINUE USING ANY AFFECTED PRODUCT YOU HAVE PREVIOUSLY ACQUIRED. IF YOU DECLINE TO ACCEPT THE AMENDED TERMS OF USE, SASA MAY TERMINATE YOUR USE OF SUCH AFFECTED PRODUCT.

IF YOU DO NOT AGREE OR ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS OF THIS TERMS OF USE, DO NOT MAKE ANY USE OF THE PRODUCT OR WEBSITE.

1. USER ACCOUNT AND YOUR OBLIGATIONS

- 1.1. You must be 18 or older to access and use our Services. You will need a user account to access and use the Services.
- 1.2. In order to access and use the Website, you must first register and create an authorized user account in the Website ("**User Account**"). The use of the Website is subject to these Terms of Use.

- 1.3. An initial condition for the approval of an "authorized user" account and/or for any use of the Website and/or the services offered therein, is that you are legally competent to undertake and give your consent to the Website's Terms of Use.
- 1.4. Your User Account is exclusively for you to manage your (or, if permitted by the specific Service, your maximum number sub-users as pre-agreed with SASA) subscription to the Services and it is not for use by other third parties for any purpose.
- 1.5. You hereby warrant and acknowledge that you are not ordinarily resident of, and will not use or distribute the Services or the Product in, any country or region subject to United States comprehensive country or regional embargos and/or sanctions. You further confirm that you are not included on any prohibitions or sanctions list, including but not limited to the United States Specially Designated Nationals and Blocked Persons List, as maintained by the United States ("SDN List"), or any other applicable sanctions list as maintained by the European Union, the United Kingdom or other, and that you are not owned 50 percent or more, directly or indirectly in the aggregate, by a Sanctioned Party and are not otherwise controlled by such a party ("Sanctioned Party"). You further confirm that you will not use or distribute the Services or the Product directly or indirectly to or for the benefit of a Sanctioned Party. You agree to indemnify SASA against any and all losses, including without limitation, monetary penalties and legal fees, that SASA may suffer should you violate any of the forgoing confirmations regarding your non-sanctioned status.
- 1.6. you acknowledge and understand that SASA does not provide any legal advice or any recommendation whatsoever with respect to any laws or requirements applicable to your use or any of your end users, or your compliance to any applicable law therewith.
- 1.7. You undertake to fully comply with all applicable laws and any other contractual terms which govern your use of the Website and Services including those specific laws applicable to you or your end users in any of your geographical locations at any time.
- 1.8. You confirm that you are solely responsible and liable with respect to any of the uses of the Services and Product which occur under your User Account and for any of your content and/or data of any kind uploaded to the Website and/or utilized via the Product on your behalf (including for any consequences of accessing, storing, collecting, importing, exporting, uploading, copying, using or publishing such content on or with respect to the Product).
- 1.9. You may not transmit or store via the Website and/or the Product any material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another's privacy. You may not transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs.
- 1.10. You are solely responsible to regularly and independently save and backup any of your content and/or any kind of data that is being processed by you regarding your User Account, including with respect to end users, as well as any applications features, services, and/or third party services used or accessed by you.
- 1.11. YOUR USE OF THE PRODUCT OR WEBSITE OTHER THAN AS EXPRESSLY AUTHORIZED BY THIS SECTION 1 OF THIS TERMS OF USE, CONSTITUTES A MATERIAL BREACH OF THIS TERMS OF USE AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.

2. ACCESS TO AN AUTHORIZED USER ACCOUNT

- 2.1. If anyone other than yourself accesses your User Account and/or any of your User Platforms' settings, they may also perform actions available to you, make changes to your User Account, and accept any legal terms available therein, make various representations and warranties and more – and all such activities will be deemed to have occurred on your behalf and in your name as the owner of the User Account, whether or not specifically authorized by you.
- 2.2. You are obligated to provide accurate and complete information when registering your User Account. In order to identify and determine the actual and true owner of the User Account provided to us.
- 2.3. Therefore, it is recommended that you safely keep all login details of your User Account confidential, and allow access to your User Account only to people you trust - as you will be solely and fully responsible for all activities that occur under your User Account and for all and any damages, expenses or losses that may result from such activities.
- 2.4. **Suspension** - Without any derogation from other terms and conditions I these Terms of Use, SASA may further suspend your User Account or your access to and use of the Website and Services, without notice, in case SASA reasonably suspects that you have not complied with any of the provisions of Terms of Use.

3. PAID SERVICES

- 3.1. The Website is intended to provide a service for receiving files in Rest API or ICAP protocol with the aim of locating and preventing the intrusion of viruses and malware based on CDR technology, subject to payment of subscription fees, in accordance with the details which appear in the Website or as agreed between the parties in a separated bounding agreement in this regard ("**Subscription Fees**"). The website also offers and/or may offer from time to time, additional services subject to additional fees payment and/or specific subscription, all subject to the conditions specified in these Terms of Use or in a separated bounding agreement between the parties.
- 3.2. SASA shall notify you of the applicable Subscription Fees then in effect, you need to pay directly in advance to SASA in relation to the Services you intend to purchase, prior to any use of the Services.
- 3.3. If any Services were purchased by a User Account, SASA may consider the owner of such User Account, as the person or entity whose billing details were used to purchase such Services.
- 3.4. In case of a failure on your behalf to pay the respective Subscription Fees as agreed above mentioned, SASA will be entitled to terminate and cease your access and use of the Website and Product with an immediate effect.

4. OWNERSHIP AND PROPRIETARY RIGHTS

- 4.1. Subject to your full compliance with these Terms of Use and timely payment of all Subscription Fees, SASA hereby grants you, upon creating your User Account and for as long as SASA agrees to provide you with the Services, a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to use the Product

and Services via the Website, solely for the purpose of the Product and Services, as set forth in these Terms of Use.

- 4.2. You confirm and acknowledge that all rights, title and interest in and to the Website, Product and Services, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work, source code, object code, computer code of any kind, applications and/or any other media, designs, animations, interfaces, documentation, derivatives and versions thereof, , methods, products, algorithms, data, interactive features and objects, inventions, trade secrets, logos, domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether registered or not and/or capable of being registered (collectively, “Intellectual Property”), and any derivations thereof, are owned by and/or licensed to SASA.
- 4.3. You acknowledge and agree that the Website and Product are proprietary to SASA and that SASA retain all and any right, title or interest as well as full and exclusive ownership to the Website and Product.
- 4.4. No right, title or interest is conferred by this Terms of Use to You or to any other party. All and any right, title or interest in connection to the Website and Product - shall respectively remain with SASA.
- 4.5. SASA's Website, Services and Product and third party services, as well as associated media, printed materials, and “online” or electronic documentation are protected by international Intellectual Property and trade secret laws and treaties and are provided to you subject to the terms and conditions of this Terms of Use.
- 4.6. The access and use of the Website and product by you pursuant to these Terms of Use provides you with a limited right to use the Product, subject to the terms and conditions of these Terms of Use, but does not constitute a sale of the Product to you. You agree to take all reasonable steps to prevent unauthorized use, copying or disclosure.

5. THIRD PARTY SERVICES AND DISCLAIMER

- 5.1. You acknowledge that SASA, upon its sole and exclusive discretion, may acquire and/or utilize third party services including from various software licensors or services providers as determined by SASA, regarding the Website and/or Services.
- 5.2. SASA will not be required to notify you with regard to any of the above and you shall not be entitled to any specific third party services and/or providers, including if such was but no longer included in the Services, as SASA may determine at any time whatsoever.
- 5.3. The Website also may contain links to third-party websites. Such links are provided for convenience only and SASA makes no warranty, nor does it assume any responsibility or liability in connection with the access and use of any other websites. Third party services shall be subject to its Terms of Service and/or licenses provisions of their respective proprietors and as they may timely appear in their official websites. Third party services may be used only in connection with the Product and may not be utilized otherwise.
- 5.4. **WITH NO DEROGATION FROM ANY OTHER LIABILITY LIMITATIONS AND EXCLUSIONS AS PROVIDED IN THIS TERMS OF USE SASA BEARS NO RESPONSIBILITY AND/OR LIABILITY WHATSOEVER FOR THE**

THIRD PARTY SERVICES AND/OR ITS PROVIDERS (INCLUDING ITS UPDATES OR UPGRADES), NOR IS SASA REQUIRED TO PROVIDE ANY TYPE OF WARRANTY AND/OR SERVICES IN RELATION TO THE THIRD PARTY SERVICES.

- 5.5. In addition, and under no circumstance shall SASA be responsible and/or liable whatsoever, directly and/or indirectly, for the third party services, including but not limited to its apparatus, quality and/or effectivity, modifications and/or alterations and/or changes/updates/upgrades and/or for providing any type of maintenance or support in relation to such third party services.

6. TERM AND TERMINATION

- 6.1. These Terms of Use is effective and in force upon the earliest event of your access and/or use the Website and/or Product and shall, subject to the full payment of all respective Subscription Fees, continue to be in effect until terminated.
- 6.2. SASA may terminate your access to the Website and the use of the Services and/or the Product, with an immediate effect, if you breach any material terms of this Terms of Use, including if we are unable to charge your chosen payment method. Upon termination, you must stop using the Services.
- 6.3. Upon such termination by Sasa, you agree to cease all use of the Product, With no derogation from the above, your rights under this Terms of Use, including your license grant as provided to use the Product, will terminate automatically without need of notice from SASA if you fail to comply with any term(s) of this Terms Of Use. Nevertheless, upon termination of this Terms of Use all other terms and conditions, excluding your rights herein, shall survive termination.
- 6.4. Termination without cause - SASA may terminate your license and access to the Website and the use of the Services at any time with respect to any particular Product(s) with 30 calendar days prior notice or with immediate effect in case of any breach of these Terms of Use by you, hacking or misuse of the Product by you or due to failure to pay your Subscription Fees. In such case of termination, excluded due to a breach of these Terms of Use or hacking or misuse of the Product by you in which such case/s there will be no liability whatsoever from SASA's part, the entire and exclusive liability of SASA, and your sole and exclusive remedy, in respect of any such termination will be limited to a refund for the portion of the Subscription Fees that you have actually paid for the unexpired or unused portion of the Product license period - only in case you purchased. From the effective date of such termination you will no longer be entitled to use any affected Product(s).
- 6.5. In case SASA did not receive the Subscription Fees payment on the beginning of the first day of the upcoming calendric month following the commencement of that Product's license or subscription period, you will be deemed to have surrendered your license grant to use the Product, and the license will terminate immediately without further action by you or SASA.

7. DISCLAIMER AND LIMITATION OF LIABILITY

- 7.1. SASA does not represent or warrant that Services or Product are complete, accurate, of any certain quality, reliable or secure in any way, suitable for or compatible with any of your or your end users' contemplated purposes, activities, devices, operating

systems, browsers, software or tools (or that they will remain as such at any time), or comply with any laws applicable to you or your end users, including in any jurisdiction in which you operate, or that their operation will be free of any viruses, bugs or other harmful components or program limitations. Moreover, SASA does not endorse any entity, product or service (including any third party services) mentioned on or made available via the Website or Services – so you are obligated to make sure and verify those before using or otherwise engaging them.

- 7.2. SASA MAKES NO REPRESENTATION OR WARRANTY OTHER THAN THOSE EXPLICITLY SET FORTH IN THIS TERMS OF USE.
- 7.3. YOU UNDERSTAND THAT ANY USE OF THE PRODUCT IS AT YOUR OWN RISK AND THAT PROVIDES IT ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ALL TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. SASA DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR – FREE OR THAT THE PRODUCT WILL PROVIDE YOU WITH FULL AND COMPLETE PROTECTION OF YOUR COMPUTER DEVICES OR DATA AGAINST ANY CONTAMINATED DATA OR MALWARE. THE CAPABILITIES OF THE PRODUCT DO NOT REPLACE ANY SPECIFIC INDIVIDUAL COMPUTER ANTI-VIRUS PROGRAMS AND/OR OTHER SECURITY MEASURES.
- 7.4. SASA DOES NOT WARRANT OR GUARANTEE THAT THE INFORMATION OR DATA RESULTED OR ACCESSED BY THE PRODUCT WILL BE ACCURATE OR COMPLETE. YOU ACKNOWLEDGE THAT THE PERFORMANCE OF THE PRODUCT MAY BE AFFECTED BY VARIOUS FACTORS AND CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION, TECHNICAL FAILURE OF THE PRODUCT, THE ACTS OR OMISSIONS OF THIRD PARTIES (INCLUDING THIRD PARTY SERVICES) AND/OR OTHER CAUSES REASONABLY BEYOND SASA'S CONTROL.
- 7.5. SASA DOES NOT WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR FITTED FOR A SPECIFIC PURPOSE OR THAT THE PRODUCT'S OPERATION SHALL BE ERROR – FREE OR UNINTERRUPTED, REGARDLESS OF ANY KNOWLEDGE OF YOUR PARTICULAR NEEDS.
- 7.6. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER ANY CIRCUMSTANCES AND IN NO EVENT SHALL SASA AND/OR ITS PROVIDER/S OF THIRD PARTY SERVICES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES, DIRECT AND/ OR INDIRECT, ARISING IN ANY WAY UNDER THIS TERMS OF USE, THE PRODUCT (INCLUDING THIRD PARTY SERVICES PROVIDERS) OR ANY SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS), INCLUDING, WITHOUT LIMITATION, FROM DEFECTS IN OR USE OF THE PRODUCT OR RELIANCE ON THE PRODUCT, SUSTAINED OR

INCURRED, OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER SASA HAS BEEN AWARE OR NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. WITH NO DEROGATION FROM THE ABOVE AND TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO CIRCUMSTANCES WILL SASA AND/OR ITS PROVIDERS OF THIRD PARTY SERVICES TOTAL AGGREGATE AND MAXIMUM LIABILITY FOR ALL LOSS OR DAMAGE TO YOU OR ANY THIRD PARTY ARISING FROM OR RELATING TO ANY PRODUCT, LICENSE OR THIS TERMS OF USE EXCEED THE GREATER OF: (I) FIVE U.S. DOLLARS (US\$5.00); AND (II) THE AMOUNT OF THE SUBSCRIPTION FEES OR PAYMENTS YOU HAVE ACTUALLY PAID AND RECEIVED BY SASA IN RESPECT TO THE SPECIFIC SUBSCRIPTION FOR THE PARTICULAR SASA'S PRODUCT WHICH CAUSED THE DAMAGES, DURING THE PREVIOUS 12 CALENDAR MONTHS PRIOR TO THE OCCURRENCE DATE OF SUCH DAMAGES .

- 7.7. IN ADDITION, SASA SHALL NOT BE LIABLE AND MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY THIRD PARTY SERVICES AND/OR PRODUCTS, INCLUDING THE CLOUD PLATFORM AND/OR CLOUD SERVICES ON WHICH THE WEBSITE AND SERVICES ARE LOCATED AND OPERATE.
- 7.8. **THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND DAMAGES SET FORTH ABOVE ARE MATERIAL AND FUNDAMENTAL ELEMENTS OF THE BASIS OF THE ENGAGEMENT BETWEEN SASA AND YOU.**

8. PRIVACY

- 8.1. You acknowledge and agree that the use of the Product is subject to the processing of information, which may contain personal information, pursuant to SASA's Privacy Policy (as well as each third party services provider's own privacy policies as currently appears in their relevant websites) as may be updated from time to time and available at <https://www.sasa-software.com/privacy-policy/> in its current version.
- 8.2. You acknowledge that parts Services, including certain third party services available therein, require or involve the submission, collection and/or processing of certain personally identifying or identifiable information. In particular and as a part of accessing or using the Services, SASA and such third party services may access and process certain data uploaded and/or transferred by you via the Website and/or by using the Services and Product.

9. INDEMNIFICATION

- 9.1. You agree to defend, indemnify and hold harmless SASA, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including reasonable attorneys' fees) arising from one or more of the following: (1) your violation of any term of these Terms of Use and/or any breach of the applicable law; (2) your violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your User Account, including, without

limitation, the Services actions for your benefit; and/or (3) any other type of claim that you or anyone on your behalf and/or your User Account caused damage to a third party.

10. LEGAL RESTRICTIONS AND REGULATIONS

- 10.1. The Product may be subject to regulations and/or restrictions by applicable law and/or in your jurisdiction.
- 10.2. You acknowledge that the Product and Services contains features and is subject to international and local laws governing import, export, distribution and use. The Product is subject to export control laws of the State of Israel and the United States of America and/or may be subject to additional export control laws applicable to you or in Your jurisdiction, including, without limitation, the United States of America. You agree that you will transfer, or make available or use the Product in any manner, directly or indirectly, prohibited by applicable law.
- 10.3. You warrant and agree that you are not related to any organizations or entities or located in, under the control of, or a national or resident of countries - which are prohibited to conduct commerce relations under the applicable law, or any other country or region to which the United States of America and/or the State of Israel have prohibited export transactions.

11. GOVERNING LAW AND JURISDICTION - This Terms of Use shall be construed and governed in accordance with the applicable laws of the State of Israel. This Terms of Use shall not be governed by the UN Convention on Contracts for the International Sales of Goods nor by any other law. Any disputes with regard to this Terms of Use shall be resolved exclusively in and by the competent courts of Tel Aviv district jurisdiction in the State of Israel without giving effect to any choice of law or conflict of law provisions.

12. SEVERABILITY - Should any term of the Terms Of Use be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof which shall remain in effect and enforced to the maximum extent possible by applicable law.

13. NO WAIVER - The failure of Sasa to enforce any rights granted herein or to take action against You in the event of any breach hereunder shall not be deemed a waiver by Sasa as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

14. ENTIRE AGREEMENT - This Terms of Use represents the entire Terms of Use concerning the use of the Website, Services and Product between you and SASA and it supersedes any prior proposal, representation or understanding between you and SASA or whom on their behalf, including authorized distributors, resellers and/or agents.

15. ASSIGNMENT - SASA may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in Services and/or Product to a third party without any requirement or need for your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without the prior written consent of SASA. Any attempted or actual assignment thereof without SASA's prior and written consent will be null and void. In any event, an assignment or transfer pursuant to this Section 15 shall not in itself grant either SASA or you the right to cancel any Services in effect.

SURVIVAL OF TERMS - Upon any termination, discontinuation or cancellation of the Services or your User Account, the following Sections will survive: 2, 4, 5, 7, 9, 10, 11, 12, 13, 14 and 15.