By using the WeavingThings service you agree to these Terms of Service.

WeavingThings TERMS OF SERVICE

This license agreement (this "<u>Agreement</u>") between Produvia Ltd. ("<u>Produvia</u>") and the party agreeing to the terms of this license agreement ("<u>you</u>" or the "<u>Customer</u>"), relating to use of the WeavingThings Services (as such term is defined in Section 16 below).

By clicking an "*Accept*", "*Agree*" or similar button, completing a registration process, and/ or otherwise using any of the Services, the Customer agrees to be bound by the terms of this this Agreement. The Customer may not use the Services without agreeing to this Agreement first.

If the party executing this Agreement is entering into this Agreement on behalf of a company or other legal entity, the party represents and warrants that it has the authority to bind such company or other legal entity to this Agreement. If a written agreement regarding the Customer's use of the Services exists between and has been executed by both the Customer and Produvia, the terms of that written agreement shall take precedence over this Agreement.

1. **Provision of the Service.**

   1.1 <u>Generally</u>. Subject to the terms and conditions of this Agreement, Produvia grants the Customer a limited, nonexclusive, non-transferable license to use and evaluate the Services for its private or business purposes, limited by the capacity limitations as set forth in Section 2.1 hereof. The Customer will adhere to all laws, rules, and regulations applicable to its use of the Services, including this Agreement, the Acceptable Use Policy and the other restrictions contained herein.

   1.2 <u>Security</u>. Produvia will, in its discretion, implement reasonable measures to safeguard the Customer's Content and the integrity of the Services.

   1.3 <u>Customer's Account</u>.   To access the Services, Customer must create an account and is responsible for the information it provides to create the account, the security of the Customer's passwords, and any and all uses of the account. If the Customer becomes aware of any suspected or actual misuse or compromise of its account, the Customer will immediately notify Produvia.

   1.4 <u>Open Source Components</u>. Some portions of the Services may contain open source code, which is governed by a separate license. In the event of a conflict between this Agreement and any such separate license, the separate license will prevail with respect to the applicable open source code.

2. **Capacity Limitations and Restrictions.**

2.1 <u>Capacity Limitations</u>. The Customer's free use of the Services is subject to the limit as defined in Produvia's free package definition. Other packages incur monthly costs and usage limitations as defined in the respected service usage package. Please contact Produvia for more details.

2.2 <u>Other Agreements</u>. If the Customer elects to license the Services with additional rights, the Customer acknowledges and agrees that such licenses will be subject to Produvia's then current terms and conditions governing such use.

2.3 <u>Use Restrictions</u>. The Customer shall not: (a) resell, sublicense, lease, time-share or otherwise make the Services available to any third party; (b) send or store infringing or unlawful material using the Services; (c) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Services or the data contained therein; (d) modify, copy or create derivative works based on the Services (e) reverse engineer the Services; (f) propagate any virus, worms, Trojan horses, or other programming routine intended to damage any system or data; (g) access the Services for the purpose of building a competitive product or service or copying its features or user interface; (h) use the Services, or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without Produvia's prior written consent

2.4 <u>Load Testing</u>. Customer shall not conduct load or performance tests on the Services.

3. **Changes.**

3.1 <u>Service</u>. Produvia may change or discontinue any of the Services' features (or the Services as a whole) from time to time in its sole discretion and without notice.

3.2 <u>Agreement</u>. Produvia may make changes to this Agreement, or to fees charged for use of the Services (including charging fees for Services offered for free at any time), from time to time. Changes will become effective thirty (30) days after they are posted online by Produvia (where this Agreement is posted), except for non-material changes or enhancements to the Services, which will become effective immediately. The Customer's continued use of the Services constitutes Customer's consent to any such changes. If the Customer does not agree to the changes, the Customer must stop using the Services.

4. **Support.**

Produvia may, in its sole discretion and without any obligation to do so, provide updates, modifications or bug fixes for the Services to Customer. Any such updates, modifications, or bug fixes shall be deemed part of the Services and subject to the license and other terms and conditions hereunder.

5. Taxes.

The Customer is responsible for any and all taxes related to its use of the Services.

6. Intellectual Property Rights; Ownership.

6.1   <u>Produvia Ownership</u>. The Customer acknowledges and agrees that Produvia owns all right, title and interest (including without limitation all patents, copyrights, trade secrets or other proprietary rights) in the Services, and any modifications, corrections or enhancements thereto, whether or not made by Produvia.   The Customer further acknowledges that the Services contains valuable trade secrets and Confidential Information (as such term is defined in Section 7.1 hereof) of Produvia, including but not limited to the specifications, functionality and performance thereof, and shall take all reasonable precautions to prevent any disclosure of such information except as expressly permitted in this Agreement.   Produvia shall own all intellectual property rights in any feedback or suggestions provided by the Customer ("<u>Feedback</u>") and Feedback will be deemed Produvia Confidential Information.

6.2   <u>Customer Ownership</u>. Any Customer Content is owned by Customer.

7. Confidentiality.

7.1   <u>Defined</u>. As used herein, "<u>Confidential Information</u>" means all confidential and proprietary information of Produvia disclosed to the Customer, 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, including the Services, Documentation, business and marketing plans, technology and technical information, product designs, business processes, contract terms, financial information, business procedures, processes, techniques, methods, ideas, discoveries, inventions, processes, developments, records, product designs, source code, product planning, and trade secrets.

7.2   <u>Exceptions</u>. "Confidential Information" shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Produvia; (ii) was known to the Customer prior to its disclosure by Produvia without breach of any obligation owed to Produvia; (iii) was independently developed by the Customer without breach of any obligation owed to Produvia; or (iv) is received by the Customer from a third party without breach of any obligation owed to Produvia.

7.3   <u>Obligations</u>. The Customer shall not disclose any Confidential Information for any purpose outside the scope of this Agreement, except with Produvia's prior written consent. The Customer shall protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). The Customer shall promptly notify Produvia

if it becomes aware of any actual or reasonably suspected breach of confidentiality of Confidential Information.

7.4 <u>Required Disclosure</u>. If the Customer is compelled by law to disclose Confidential Information, it shall provide Produvia with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, if Produvia wishes to contest the disclosure.

3.1 <u>Additional Rights</u>. If the Customer discloses (or threatens to disclose) any Confidential Information in breach of confidentiality protections hereunder, Produvia shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

8. Privacy.

Produvia's privacy policies and practices may be found at http://www.weavingthings.com/privacy_policy.pdf, as such may be updated by Produvia from time to time, with or without prior notice (the "<u>Privacy Policy</u>"). Produvia will abide by the Privacy Policy in the provision of the Services to Customer. Notwithstanding, Produvia may use, for its business purposes, data, text, and files that pass through and/or may be generated by the use of the Services in anonymized format.

9. Indemnity.

9.1 <u>Produvia's Option to Terminate</u>. If the Customer's use of the Services are, or in Produvia's opinion is likely to be, enjoined, due to an actual or potential Infringement Claim, Produvia may, at its sole discretion and expense, terminate the Customer's rights and Produvia's obligations hereunder with respect to such Services, or to otherwise terminate this Agreement or any relevant part thereof.

9.2 <u>Exclusions</u>. Notwithstanding the terms of this Section 9, Produvia will have no liability for any Infringement Claim to the extent that it results from: (a) modifications to the Services made by a party other than Produvia; (b) the combination, operation or use of the Services with equipment, devices, software or data not supplied or approved by Produvia; (c) Customer's failure to use updated or modified Services provided by Produvia to avoid a claim; or (d) Customer's use of the Services other than in accordance with this Agreement and the Documentation.

9.3 <u>Sole Remedy</u>. THE PROVISIONS IN SECTION 9.1 (AS LIMITED BY THE PROVISIONS OF SECTION 9.2) SET FORTH PRODUVIA'S SOLE AND EXCLUSIVE OBLIGATIONS, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT CLAIMS OF ANY KIND.

9.4 <u>By Customer</u>. The Customer shall defend, indemnify and hold Produvia harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims made or brought against Produvia by a third party alleging that the Customer Content infringes the intellectual property rights of, or has otherwise harmed, such third party; provided, that Produvia (a) promptly gives written notice of the claim to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any Claim unless it unconditionally releases Produvia of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

10. Term and Termination.

10.1 <u>Term and Termination</u>. This Agreement shall commence on the date on which the Customer first uses the Services and shall continue until terminated by either party may terminate (for any reason whatsoever) upon delivery of written notice to the other party.

10.2 <u>Effect of Termination</u>. Upon the effective date of termination of this Agreement, the Customer's license to use the Services will cease and the Customer will delete and either destroy or return to Produvia copies of any Documentation and any Confidential Information. The parties' rights and obligations under Sections 5, 6, 7, 9.5, 10.2, 11, 12, 13, 15, and 16 shall survive termination of this Agreement.

11. No Warranty.

THE SERVICES ARE PROVIDED "AS IS", AND PRODUVIA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, PRODUVIA DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, WILL FUNCTION PROPERLY, OR WILL BE ERROR-FREE.

12. Limitation of Liability.

12.1 <u>Liability</u>. IN NO EVENT WILL PRODUVIA BE LIABLE TO THE CUSTOMER FOR LOSS OF PROFITS, DATA, CUSTOMER CONTENT, OR SERVICES USAGE, OR ANY, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF PRODUVIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12.2 Limitation. PRODUVIA'S TOTAL LIABILITY TO CUSTOMER ARISING OUT OF OR UNDER THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED FIVE HUNDRED DOLLARS ($500).

13. Publicity.

The Customer may state that it is using the Services, consistent with any trademark guidelines provided by Produvia. The Customer may not otherwise promote or misrepresent the relationship between the Customer and Produvia (including but not limited to expressing or implying that Produvia sponsors or endorses Customer's use of the Services). Produvia may list Customer as a customer of the Services.

14. Export Restrictions.

The Customer agrees to comply fully with all applicable regulations of the United States Department of Commerce and with the United States Export Administration Act, as amended from time to time, and with all applicable laws and regulations of other jurisdictions with respect to the importation and use of the Services.

15. Miscellaneous.

15.1 Notices. Notices shall be in writing, sent electronically using e-mails. Notices to Produvia shall be sent to the official Produvia e-mail address: contact@produvia-net.com. Notices to the Customer shall be sent to the physical or e-mail address on file with Produvia.

15.2 Independent Contractor. The parties are independent contractors, and nothing in this Agreement is intended to shall create any agency, partnership or joint venture relationship between them.

15.3 Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of Israel without reference to conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction of the state courts located in Tel-Aviv, Israel for resolution of any disputes arising out of this Agreement.

15.4 Assignment. The Customer may not assign this Agreement, or any of its rights or obligations hereunder, by operation of law or otherwise, without Produvia's prior written consent. Any purported assignment by Customer other than as provided in this Section 15.4 shall be null and void.

15.5 Severability. If any of the provisions of this Agreement are held to be invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted.

15.6 <u>No Waiver</u>. No failure by Produvia to enforce any of its rights under this Agreement will act as a waiver of such rights.

15.7 <u>No Third Party Beneficiaries.</u> There are no third-party beneficiaries under this Agreement.

15.8 <u>Force Majeure</u>. Without derogating from any of the other provisions of this Agreement, neither party will be liable for inadequate performance to the extent caused by a condition (such as, natural disaster, act of war or terrorism, labor condition, governmental action, and Internet or power interruption) that was beyond the party's reasonable control.

15.9 <u>Entire Agreement</u>. This Agreement and any documents and URLs referenced herein constitute the entire agreement between Produvia and the Customer with respect to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard thereto, and supersedes any and all other written or oral agreements existing between the parties hereto regarding the subject matter of this Agreement.

15.10 <u>Interpretation of Conflicting Terms</u>. If there is a conflict between the terms of this Agreement and the terms at any URL, this Agreement will control.

16. Definitions

"<u>Customer Content</u>" means content provided, generated, transmitted, or displayed through the Services by the Customer, as well as any content provided by the Customer's authorized users.

"<u>Documentation</u>" means the description of the Services available on Produvia's documentation website as amended from time-to-time, with or without prior notice. See http:/weavingthings.com/technical_docs

"<u>Registration Form</u>" means an online form or other ordering document relating to the Services.

"<u>Services</u>" mean the Produvia free hosted service offering as further described at http://weavingthings.com.