

## TERMS OF SERVICE

### [SaaS SUBSCRIPTION AGREEMENT]

**PLEASE READ THESE TERMS OF SERVICE ("Terms") CAREFULLY.** These Terms set out the basis on which AKOLOGIC SOLUTIONS LTD. or any of its Affiliates ("AKOLogic") make the Services available to you ("User" or "You") on a software as a service basis and on which You may use them.

**By using the Services, You agree to accept and to be bound by these Terms at all times.** If You do not agree with one or more of these Terms, please do not use the Services. You will inform all users of the Services within Your organization of the terms and conditions of these Terms.

#### 1. DEFINITIONS

In these Terms, the following terms shall have the meaning ascribed thereto, as follows:

**"Affiliate"** means, another entity that controls, is controlled by or is under common control with AKOLogic.

**"Certifying Bodies"** means, those Certification / Standardization bodies referred to in Section 10.7.

**"Your Data"** means, as set forth in Section 10.1, any business information, Personal Data, or other data which You (as well as Your partners and service providers) provide to AKOLogic in connection with the Services, including, without limitation, information which You store, or provide to AKOLogic for storing, in the Service.

**"Data Subject"** means, as defined under the GDPR and as set forth in Section 10.7.

**"Documentation"** means, as set forth in Section 6, materials published by AKOLogic for customers' use of the Service, like manuals, on an "as is" and "as available" basis.

**"Fees"** means, all the fees payable according to a Purchase Order.

**"Personal Data"** means, as set forth in Section 10.5.

**"Purchase Order"** means, a separate written order made between You (or the organization that employs you) and AKOLogic for the provisions of Services, specifying the modules, interface options, and other service options made available to You, and their respective prices and specific terms, as specified in such orders.

**"Roll-Over Period"** means, as set forth in Section 11.4.

**"SaaS"** means software as a service.

**"Services"** means, as set forth in separate Purchase Orders.

**"Subscription"** means, the right to access the Services.

**"Subscription Fee"** means, the Subscription Fee set forth in the Purchase Order.

**"Support Services"** means, as set forth in Section 3.1 and Annex A, support services relating to the SaaS Service.

**“Subscription Start Date”** means, with respect to a Subscription, as of the date AKOLogic provided You with a key to access the System.

**“Subscription Term”** means, with respect to a Subscription, the Initial Term, and any Renewal Term as set forth in Section 11.1 hereunder, unless earlier terminated under the provisions of these Terms.

**“System”** means the AKOLogic software as operable by the You via the Services.

**“Third-Party Data”** means, as set forth in Section 2.1, third-party data that may be accessed via the Service.

**“Third Party Programs”** means, as set forth in Section 4.1, non-AKOLogic programs that interoperate with the Service.

## **2. SUBSCRIPTION TO SERVICES**

2.1. Generally, AKOLogic provides a MS cloud platform for managing, documenting, and monitoring crop growth and the agribusiness supply chain, via various modules that enable resource management, provide real-time control and management tools and planning tools. In consideration of the full payment of the Fees, and subject to all the terms and conditions hereof, AKOLogic hereby grants You with a right to access the Services outlined in the Purchase Order (including, without limitation, any limitation of use to specific locations, named users, user quotas, and other use and access restrictions as set forth in the Purchase Order), during the corresponding Subscription Period, as well as (i) related materials such as Documentation, and (ii) if applicable, third party data that may be accessed via the Service (**“Third-Party Data”**), all made available to You in conjunction with and under these Terms. Only those Services specifically designated in the Purchase Order are purchased by You and will be provided to you by AKOLogic.

2.2. As between the parties, all rights, title, and interest, including without limitation, patent rights, copyrights, trade secrets, trademarks, service marks, and other intellectual property rights, and any goodwill associated therewith, in and to the SaaS Service, related Documentation and all reproductions, derivatives, corrections, modifications, enhancements, and improvements thereof, including data related to the usage thereof, are and will remain at all times owned by AKOLogic. Other than the rights explicitly granted to You hereunder, all rights are reserved to and shall remain solely and exclusively proprietary to AKOLogic.

## **3. SERVICE LEVEL; SUPPORT; OTHER PROVISIONS**

3.1. AKOLogic will make the SaaS Service available to You in accordance with these Terms, the particulars of the Purchase Order, and the Service levels set forth in Annex A. In addition, AKOLogic shall provide You with the training and support services relating to the SaaS Service, as specified in the Purchase Order (the **“Support Services”**). AKOLogic at its sole discretion may from time to time release fixes and/ or upgrades to the SaaS Service, and once releases AKOLogic may also provide access to relevant Documentation for such fixes, releases, or upgrades on an "as is" and "as available" basis.

3.2. You hereby consent to receive software updates, modifications, and/or patches that address issues such as security, interoperability, and performance. Use of the updates shall be governed by these Terms unless otherwise required according to the click-through or other agreement You are asked to agree to during download or installation of the software update.

3.3. AKOLogic shall have a right to conduct audits of Your number of users, access and other capacity restrictions, and to charge You against any excess usage as compared with your Subscription user quotas, at AKOLogic's then-current official rates. You agree to provide AKOLogic with online access to Your premises as shall be required to reasonably conduct such an audit.

3.4. System menus may appear in several supported languages, however, any user-generated information typed into the Service is not translated and is always presented in the original language as typed.

3.5. Access to the System for demonstration, test, or evaluation purposes: If You are granted access to the System for demonstration, test, or evaluation purposes, then, notwithstanding anything to the contrary in these Terms: (i) You will be able to access the System for a term of thirty (30) days unless otherwise agreed to in writing by AKOLogic, and AKOLogic reserves the right to terminate such access Services immediately at its convenience; (ii) Your use of the System is limited to use for demonstration, test or evaluation purposes. Access to the Services for demonstration, test, or evaluation purposes is delivered "AS IS" without a warranty of any kind. AKOLogic shall have no obligation to support, maintain, or provide other assistance regarding any such use of the System. IF YOU ARE GIVEN ACCESS TO THE SYSTEM FOR DEMONSTRATION, TEST, OR EVALUATION PURPOSES, IN NO EVENT WILL AKOLOGIC BE LIABLE FOR ANY DAMAGES FOR ANY CAUSE OR ANY CLAIM BY YOU OR ANY THIRD PARTY CLAIM, INCLUDING BUT NOT LIMITED TO ANY DIRECT DAMAGES, ACTUAL DAMAGES, LOST PROFITS, LOST DATA OR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF AKOLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If System access is provided to you for demonstration, test, or evaluation purposes, then System access is provided on a capacity basis of time and/or data and/or operation, and if You exceed the maximum designated capacity, the System will cease to partially or fully operate.

#### **4. OTHER SERVICES**

4.1. If You use non-AKOLogic programs ("**Third Party Programs**") that interoperate with the SaaS Service, You acknowledge that AKOLogic may allow the providers of such Third Party Programs to access Your Data as required for the interoperation and support of such Third Party Programs. AKOLogic shall not be responsible for any such disclosure, modification, or deletion of Your Data resulting from any such access by Third-Party Program providers.

#### **5. CHARGES AND PAYMENTS**

5.1. The total annual Subscription Fee and other Fees for the use of the SaaS Service, are as set forth in the Purchase Order and are payable in the currency set forth therein. Payment is due as set forth in the Purchase Order. The total annual Subscription Fee for the first (1<sup>st</sup>) Subscription Term is final and non-refundable. Subscriptions terminated for convenience, on an individual basis, during such Subscription's 2<sup>nd</sup>-year Term onwards, will entitle You to receive a refund for the pro-rated post-termination portion of the Subscription Term PROVIDED that You notified AKOLogic of such termination as required under Section 11.2. Prices for the Subscription Fee and other Services may be increased by AKOLogic from time to time upon notice to You. Price increases will not apply to any Subscription within its then-current duration cycle. Renewals will be charged according to then-current AKOLogic rates (annual increase will not exceed 10% as compared with the price list of the preceding year).

5.2. All prices and fees stated in these Terms and any Purchase Orders exclude all applicable direct or indirect taxes, charges, duties, or assessments, all of which shall be added to the fees and paid by You (except for taxes based upon AKOLogic's net income). Payment of the fees specified in a Purchase Order shall be made without deduction or withholding of any amount, tax, or government charge.

#### **6. DOCUMENTATION**

AKOLogic shall supply in electronic format at no cost to You, all standard materials published by and then available for use by You to the SaaS Service, including manuals and other relevant materials and documentation ("**Documentation**"). You may print or copy Documentation as needed, provided all copyright notices are included and distribution of said copies complies with the confidentiality provisions of these Terms. You may duplicate Documentation provided by AKOLogic only for internal use by You, and with the inclusion of AKOLogic copyright notices contained therein.

## **7. PROTECTION FROM THIRD-PARTY IP INFRINGEMENT; YOUR DATA INDEMNIFICATION**

7.1. AKOLogic will defend You to the extent any claim, suit, action, or proceeding (each, a "**Claim**") brought by any third party against You alleges that the SaaS Service infringes or misappropriates any copyright, trade secret, or trademark, and shall pay any amounts awarded by a court under such Claim or amounts paid to settle the Claim. AKOLogic's obligation under this paragraph shall not extend to any Claim based on any alleged infringement arising from any use of the SaaS Service other than as permitted by these Terms.

7.2. The obligations set forth in the immediately preceding paragraph shall be subject to You (i) giving AKOLogic prompt notice of such Claim; (ii) giving AKOLogic the sole authority to defend or settle such Claim; and (iii) providing full cooperation in such defense or settlement at AKOLogic's expense and not taking any action that prejudices AKOLogic's defense or settlement of such Claim.

7.3. If the SaaS Service becomes the subject of a Claim, or in AKOLogic's opinion is likely to become the subject of a Claim, then AKOLogic may, at its expense and option, either: (a) replace or modify the SaaS Service to make it non-infringing, while maintaining equivalent functionality; (b) procure for You the right to continue using the SaaS Service under these Terms; or (c) terminate these Terms and refund to You, on a pro-rata basis, the amount of any Subscription Fee that AKOLogic has received from You for the period between the effective date of termination of the Terms and the expiration of the Subscription period for which the Subscription Fee has been paid.

7.4. You agree to indemnify, defend, and hold harmless AKOLogic and against any liabilities, damages, losses, expenses, including reasonable attorneys' fees, which are suffered by AKOLogic and arising out of or relating to the Your Data infringing or misappropriating any right protected under or duty imposed by force of any privacy laws of any applicable jurisdiction ("**Privacy Rights**"), provided that it is adjudicated in any final order of a court of competent jurisdiction from which no appeal is taken, that the Your Data infringed or misappropriated Privacy Rights.

## **8. LIMITATION OF LIABILITY**

8.1. **AKOLogic does not assume any liability in respect of (i) access to and/or violation of copyright, privacy, database rights, or trademark protection of any Third-Party Data or information resources stored with, or accessible through, the SaaS Service (including data made available by or on behalf of You); (ii) any possible malfunction due to bugs or errors in the SaaS Service; (iii) the content or accuracy of Third-Party Data or data made available by or on behalf of You; (iv) the content or accuracy of any data or advice received from or made available by AKOLogic concerning the use of pesticides as further elaborated in Section 8.4 below (v) any hardware and/or services made available by a third party, including without limitation, telecommunication failures, back-up failures; and (vi) adverse effects, if any, due to any modification or adaptation made by You in the SaaS Service without AKOLogic's express and prior written consent.**

8.2. **AKOLogic shall not incur any liability for indirect, incidental, special, punitive, or consequential damages for claims arising from or related to these Terms, including without limitation those resulting from the furnishing, performance, or use of the SaaS Services or any components thereof by You or by Your agents or patrons, including but not limited to reliance, cover or loss of anticipated profits or convenience, even if AKOLogic has been advised of the possibility of such damages. AKOLogic shall not be liable for lost revenues or profits regardless of whether they are classified as direct damages or any other type of damages. IN ANY CASE, AKOLOGIC'S ENTIRE LIABILITY ARISING FROM OR UNDER THESE TERMS, OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SAAS SERVICE, SHALL BE LIMITED TO THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU FOR THE SAAS SERVICE WHICH IS THE SUBJECT OF THE CLAIM DURING THE**

**TWELVE (12) MONTHS PRIOR TO BRINGING THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM OR SUIT WILL NOT ENLARGE OR EXTEND THIS LIMITATION.**

**8.3. THE SERVICES AND ANY THIRD-PARTY DATA ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. AKOLOGIC'S WARRANTIES AND REPRESENTATIONS ARE LIMITED TO THOSE SET FORTH HEREIN, AND IT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SAAS SERVICE, OTHER SERVICES AND ANY DATA ACCESSED THROUGH THE SAAS SERVICE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

8.4.

**WITHOUT PREJUDICE TO THE PROVISIONS OF LIMITATION OF LIABILITY REGARDING THIRD-PARTY DATA AS SET FORTH IN SECTION 8 OR ELSEWHERE IN THESE TERMS, THE SERVICES MAY INCLUDE A LIST OF PESTICIDES THAT ARE ALLOWED / RECOMMENDED FOR USE BY YOUR LOCAL MINISTRY OF AGRICULTURE OR OF SIMILAR BODIES OR AGENCIES, AS PERIODICALLY PUBLISHED BY SUCH BODIES. WHETHER YOU OPTED OR NOT IN A PURCHASE ORDER TO RECEIVE FROM AKOLOGIC UPDATES AND/OR ADVICE ON PESTICIDES, YOU HEREBY ACKNOWLEDGE THAT AKOLOGIC SHALL NOT IN ANY WAY BECOME RESPONSIBLE OR SHALL BE IN ANY WAY LIABLE TO THE ACCURATENESS OR COMPLETENESS OR THE DEGREE OF UP-TO-DATENESS OF SUCH INFORMATION AS MAY BE AVAILABLE VIA THE SERVICES AND CONCERNING THE USE OF PESTICIDES. THE CHOICE OF PESTICIDES AND THEIR APPLICATION IS ALWAYS AT YOUR EXCLUSIVE RESPONSIBILITY AND LIABILITY AND WITHOUT ANY LIABILITY OR RECOURSE TO AKOLOGIC.**

**9. YOUR UNDERTAKINGS**

9.1. You agree not to (i) make the SaaS Service or the Third-Party Data available in any way for the use or benefit of any unauthorized party and to use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Service or the Third-Party Data, and to notify AKOLogic as soon as possible after You become aware of any unauthorized access or use; (ii) copy, modify, create derivative works from or use the SaaS Service, the Third-Party Data, the Documentation or related materials or other proprietary information received from AKOLogic, in whole or in part, other than as expressly permitted by these Terms, unless AKOLogic so consents in writing; (iii) reverse engineer, decompile or disassemble the SaaS Service or any components thereof except as permitted by law; (iv) violate or abuse the password protections governing access to and use of the SaaS Service; (v) remove, deface, obscure, or alter AKOLogic' or any third party's copyright notices, trademarks or other proprietary rights notices affixed to or provided as part of the SaaS Service, the Third-Party Data and/or the Documentation; (vi) use any robot, spider, scraper, or other automated means to access the SaaS Service or the Third-Party Data for any purpose without AKOLogic' written consent; (vii) use or display SaaS Service logos differing from AKOLogic's own without AKOLogic's prior written approval, which shall not be unreasonably withheld; (viii) store information or materials in the SaaS Service that violates a third party's rights or breaches applicable law; and/or (ix) use the SaaS Service, the Third-Party Data or the Documentation in a way which would violate any applicable laws, rules and regulations.

9.2. You agree to maintain the SaaS Service, the Documentation and related materials confidential and may disclose the SaaS Service and related materials to Your employees or agents to the extent that such disclosure is necessary to Your use of the SaaS Service, provided that You take reasonable steps to ensure that such information is not disclosed or distributed by such employees or agents in contravention of the provisions of these Terms.

9.3. You agree to abide by the access and use restrictions set forth in the Documentation, and to refrain from any use of the SaaS Service that is not expressly permitted by these Terms or the Documentation. Specifically, but without limitation, You undertake to refrain from performing penetration tests or using the SaaS Service in any manner other than in the ordinary course of Your regular activities.

9.4. To allow for proper operation of the SaaS Service, You shall meet and maintain the technical prerequisites set forth in the Documentation. You shall be solely responsible for upgrading to the then-current minimum browser requirements as defined by AKOLogic from time to time. AKOLogic shall provide You (via the Service) notice of any change in the minimum browser requirements.

## **10. YOUR DATA**

10.1. “**Your Data**” means any business information or other data which is provided by You to AKOLogic in connection with the SaaS Service, including, without limitation, information which You store, or provide to AKOLogic for storing, in the SaaS Service. Personal Data is excluded from the definition of "Your Data".

10.2. You shall own all rights, title, and interest in and to all of Your Data.

10.3. AKOLogic agrees during these Terms to implement the security measures standards required by governing law to protect Your Data.

10.4. AKOLogic during these Terms shall implement industry-standard measures to back-up Your Data via a MS backup service utilizing MS server farms, so that if the System collapses, Your Data, as stored during the most recent backup, shall be retrievable. The limitations of liability as set forth in Section 8 to these Terms, shall also apply to such third party services. **YOU ARE HIGHLY ENCOURAGED TO USE CAREFUL DISCRETION AND TO IMPLEMENT ADDITIONAL INDEPENDENT MEANS TO ENSURE YOUR DATA IS ALWAYS FULLY AND CONSTANTLY BACKED-UP.**

10.5. You acknowledge that the use of the SaaS Service may involve providing personal data (as defined under the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), and hereinafter, "**Personal Data**") about Your permitted users, such as staff and patrons, and other third parties to AKOLogic.

Each party shall comply with all applicable laws and regulations (including without limitation privacy laws and regulations) regarding the collection, use, transfer, and processing of Personal Data in connection with the Services.

Kindly refer to our Privacy Policy, available at <https://www.AKOLogic.info> ("**Privacy Policy**"), to find out how and why we gather, store, share and use Personal Data. The Privacy Policy is an inseparable part of these Terms.

10.6. AKOLogic or its respective Affiliate is a company licensed for the management of international agricultural databases and is the registered owner of database number 700062188 registered in the Ministry of Justice of the State of Israel.

10.7. You hereby undertake to provide AKOLogic, via the Services, with any Personal Data only in compliance with the provisions of governing law including GDPR. In particular, You shall not share with AKOLogic any Personal Data of third parties ("**Data Subjects**") unless you first received the consent of the respective Data Subjects under GDPR or any other applicable law. In case You fail to share with AKOLogic Personal Data under GDPR and third-party claims arise as a consequence of such illegal processing against AKOLogic, the following provisions will apply: If a third party asserts claims against AKOLogic and/or its business partners, including any Certifying Bodies, based on illegal processing of Personal Data You uploaded to the Service, You shall indemnify and hold AKOLogic harmless against such third-party claims and all court costs arising from or in connection with such claims, including reasonable lawyers' fees. Should You learn of any potential claim regarding such alleged illegal processing of Personal Data uploaded by You to the Service, You will inform AKOLogic immediately providing detailed information on the potential claim.

10.8. **Using and Sharing (Non-Personal Data) Your Data in a Statistical, Anonymous, and Non-Identifiable Form.** Without prejudice to anything contained in these Terms, AKOLogic may use

statistical, anonymous, and non-identifiable data collected from users of the Service including Your Data. AKOLogic strives to reach alliances with various bodies that have access to databases relevant to the Services. AKOLogic may share with them, and with other business and cooperation partners, statistical, anonymous and non-identifiable data collected from users of the Service (such as, without limitation, irrigation data, pesticides, and more), including from Your Data. You hereby authorize Akologic to use and/or transfer and share with others, any non-Personal Data from Your Data, in a statistical, user anonymous, and non-identifiable form, as AKOLogic deems fit and in its absolute and sole discretion.

10.9. You hereby irrevocably relieve AKOLogic from any liability concerning the gathering, storing, sharing, and using Your Data or Personal Data as permitted under these terms or AKOLogic's Privacy Policy.

## **11. TERM AND TERMINATION**

11.1. These Terms shall be effective upon Your confirmation of a Purchase Order and shall expire thirty (30) days after the expiration or termination of the last remaining Subscription hereunder. The Subscription for each SaaS Service shall be effective upon the Subscription Start Date and shall remain valid and in effect for one (1) year term ("**Initial Term**") unless these Terms and/or the applicable Subscription is earlier terminated under these Terms. Following the Initial Term and unless otherwise terminated as provided for in these Terms, These Terms and each Subscription shall automatically renew for successive one (1) year terms (each, a "**Renewal Term**") until a party provides the other party with written notice of termination.

11.2. You may terminate these Terms and/or the applicable Subscription, effective upon AKOLogic receipt of written notice if AKOLogic fails to fulfill any of its material obligations hereunder and You have given written notice of such material breach and AKOLogic has failed to cure (if curable) such material breach within thirty (30) days of such notice. Also, You may terminate any Subscription, individually, for convenience, at any time during such individual Subscription's 2<sup>nd</sup>-year term onwards, and such termination shall become effective upon sixty (60) days from AKOLogic receipt of written notice.

11.3. AKOLogic may terminate these Terms and/or the applicable Subscription, effective upon Your receipt of written notice if You fail to fulfill any of its material obligations hereunder (including, without limitation, those undertakings under Section 0) and AKOLogic has given written notice of such default or material breach and You failed to cure such default or material breach (if curable) within thirty (30) days of such notice. However, if You are in default in payment of any sum due hereunder, AKOLogic may terminate these Terms and/or the applicable Subscription, forthwith. Your obligation to pay all charges which have accrued prior to termination shall survive any such termination of these Terms by AKOLogic, without waiver of any rights or remedies AKOLogic may have at law or in equity.

11.4. Upon expiration or termination of a Subscription, AKOLogic will, upon Your request, make Your Data available to You for download for the thirty (30) days following such expiration or termination (the "**Roll-Over Period**"). After the Roll-Over Period, AKOLogic shall have no obligation to maintain or provide Your Data relating to the expired or terminated Subscription and will, unless legally prohibited, delete it.

11.5. The terms of Sections 2.2, 7, 8, 0, 010.6, 13.1, and 14, as well as any provisions that are inherently intended to survive the termination of an agreement (e.g., definitions, indemnity, the obligations of confidentiality or limit of liability), shall survive the termination of these Terms.

## **12. FORCE MAJEURE**

AKOLogic shall not be responsible for any failures of its obligations under these Terms to the extent that such failure is due to causes beyond AKOLogic' control including, but not limited to, acts of God, war, terrorism, riots, civil unrest, acts of any government or agency thereof, fire, explosions, epidemics,

quarantine restrictions, delivery services, interruption or failure of telecommunication, strikes, labor difficulties, lockouts, embargoes, or severe weather conditions.

### **13. STATEMENT OF CONFIDENTIALITY; USE OF NAME IN PUBLICITY**

13.1. Except to the extent required by law and insofar as is reasonably necessary to review and evaluate the information contained herein, the contents of these Terms, including any Documentation and/or Purchase Orders, are proprietary and confidential to AKOLogic and may not be copied, disclosed, or used, in whole or in part, without its express written permission.

13.2. AKOLogic may use Your name on its website and in its promotional materials as a customer, but will not imply that You are affiliated with it. When referring to the System on Your website, in Your promotional materials, or any other written materials, You shall clearly designate "Licensed by AKOLogic" with the URL (or active link where possible) of AKOLogic' website - <https://www.AKOLogic.info>

### **14. GENERAL**

14.1. These Terms are to be governed by and interpreted by the laws of the State of Israel, without giving effect to principles of conflicts of laws. All disputes arising out of these Terms shall be subject to the sole and exclusive jurisdiction of the competent courts located in Tel-Aviv, Israel, provided that AKOLogic may seek injunctive relief in any court of competent jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply to these Terms.

14.2. All notices hereunder shall be deemed effective when delivered to the address set forth above or to a designated fax number, as follows: (i) if hand-delivered, upon delivery, (ii) if sent by recognized national or international courier, on the business day of delivery, (iii) if sent by registered post, within five (5) business days of sending; (iv) if sent by email, on the business day of sending (or if sent on a non-business day on the next business day), provided that the recipient has acknowledged receipt.

14.3. Each of You and AKOLogic may not assign rights and obligations under these Terms except with the prior written consent of the other, provided that AKOLogic may assign its rights and obligations to an affiliate or to a company which succeeds to its business hereunder.

14.4. The development, release, and timing of any new features or functionality of the SaaS Service remain at AKOLogic's sole discretion. You hereby acknowledge that You have not relied on the delivery of any future feature or functionality in executing these Terms or any Purchase Order.

14.5. Each of You and AKOLogic acknowledges that you are independent contractors and no other relationship, including partnership, joint venture, employment, franchise, or principal/agent is intended by these Terms.

14.6. All headings herein are for ease of reference only and shall not be used to interpret these Terms.

14.7. The annexes attached hereto are incorporated in and made a part of, these Terms by this reference. All capitalized but undefined terms in an annex to these Terms shall have the meaning set forth herein.

14.8. These Terms and its annexes, together with any Purchase Orders, constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior written or oral agreements concerning such subject matter.

14.9. If any provision of these Terms shall be held by a court of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of these Terms shall remain in full force and effect and these Terms shall be construed without such provision.

14.10. These Terms may be from time to time amended by AKOLogic. You will be informed via the Service or by e-mail of any material changes to these Terms. You can decline to accept any such changes, by immediately ceasing Your use of the Services, or by terminating these Terms or any Subscription (according to the provisions of Section 11 will apply), otherwise, such changes will be deemed accepted by You.



14.11. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or waiver of such breach on other occasions.

14.12. Any additional Purchase Orders entered into between AKOLogic and You shall be deemed to incorporate these Terms.

14.13. If any Purchase Order contains terms that purport to modify or supplement these Terms then those Purchase Orders' terms shall have no force or effect. In the case of inconsistency or contradiction between these Terms and any Purchase Orders, these Terms shall prevail.

## **ANNEX A**

### **SLA**

1. The call center is operable Sun-Thu 08:30-16:00 (IDT)  
Tel.: + 972 8 680 3711  
Fax: + 972 8 680 3712  
E-mail: info@akol.co.il
2. Service response is available during normal business hours (IL)
3. Serious malfunctions causing real disruption to the client's business activity will be given priority over service calls of lesser severity.