

SCRIBE SECURITY SERVICE

TERMS & CONDITIONS

The following terms and conditions (these “**Terms & Conditions**”) apply to your use of the Website and/or the Service (as such terms are defined below) provided by Scribe Security Ltd. (“**Scribe**”, “**us**”, “**we**” or “**our**”) to you (“**Customer**” or “**you**”). Each of the Customer and Scribe a “**Party**”, and collectively, the “**Parties**”.

BY CLICKING THE “ACCEPT” BOX OR BUTTON, EXECUTING AN ORDER FORM FOR SERVICES (“ORDER FORM”) OR USING FREE SERVICES, CUSTOMER INDICATES ITS ACCEPTANCE OF THESE TERMS & CONDITIONS. BY ACCEPTING THESE TERMS & CONDITIONS, CUSTOMER AGREES TO ITS TERMS. CUSTOMER REPRESENTS AND WARRANTS TO SCRIBE THAT IT IS AT LEAST 18 YEARS OF AGE. IF CUSTOMER IS ENTERING INTO THESE TERMS & CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS FULL LEGAL AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY OR IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CUSTOMER MUST NOT ACCEPT THESE TERMS & CONDITIONS AND MAY NOT USE THE SERVICE.

IF YOU ARE REGISTERING FOR A FREE TRIAL, THE APPLICABLE PROVISIONS OF THESE TERMS & CONDITIONS GOVERN THE FREE TRIAL OR FREE SERVICES.

1. Use of the Service

- 1.1. Description of the Service. The Scribe service (the “**Service**”) offers software security solutions enabling businesses to fortify their software supply chain and reduce security and compliance risks. The Service may include additional services which we may offer on our website at <https://scribesecurity.com/> (together with its sub-domains, the “**Website**”), the use of which shall be subject to these Terms & Conditions and/or an Order Form, unless otherwise specifically indicated.
- 1.2. Software-As-A-Service. The Service is made available to you on a software-as-a-service (SaaS) basis through a web portal on our Website and includes: (i) Scribe’s proprietary software that you access via the Website; (ii) the tools, features and functionality made available or provided to you by Scribe in connection with the Service; (iii) the content, text, documents, graphics, photos, sounds, videos, interactive features, trademarks, service marks and logos, contained in or made available through the Service, and (iv) user manuals and documentation. The Service may be modified by us in our sole discretion, at any time, by providing you with a written notice. If you are using Free Services, we reserve the right to apply changes without notice. If we have modified the Service in a manner that materially reduces the value you obtain from the Service (e.g., by removing specific functionality without replacing it with substantially similar or improved functionality) then you may terminate these Terms & Conditions in accordance with Section 6.3(ii) below. Your continued receipt and use of the Service following the modification to the Service shall conclusively demonstrate your acceptance of such modification. You are responsible for acquiring and maintaining the equipment, connections and software needed for the use of the Service.
- 1.3. Subscription to the Service. Subject to your compliance with these Terms & Conditions and the Order Form (if applicable), and payment of all applicable Fees (as defined below) (if applicable), Scribe hereby grants you, and you hereby accept, solely during the Term, a limited, non-exclusive, non-transferable, non-sublicensable, and fully revocable right and license to access and use the Service including without limitation any results and/or recommendation provided to you in connection therewith for your internal business purposes only.

- 1.4. Provisions Related to Our Self-Hosted Software. We may offer part and/or certain functionalities of the Service in the form of a self-hosted software and tools for your on-premises installation and use (collectively, the “**Downloadable Software**” or “**DSW**”). BY DOWNLOADING, INSTALLING OR USING THE DOWNLOADABLE SOFTWARE, YOU ACCEPT AND AGREE TO THESE TERMS & CONDITIONS, WHICH SHALL GOVERN YOUR USE OF THE DOWNLOADABLE SOFTWARE. In case of a conflict between these Terms & Conditions and the provisions under this section 1.4, the latter will prevail. If you select to download, install and/or use the Downloadable Software, then, subject to your compliance with these Terms & Conditions and the Order Form (if applicable), and payment of all applicable Fees (as defined below) (if applicable), Licensor shall grant you a limited, personal, revocable, nontransferable, non-sublicensable, nonexclusive license to download and make internal use of the Downloadable Software only in binary executable form and solely as authorized in these Terms & Conditions (the “**DSW License**”). The Downloadable Software should be installed in accordance with our instructions. The DSW License allows you to install a single instance of the Downloadable Software and use the Downloadable Software on a single specific hardware system at any time per DSW License. You may install, use, access, display and run one copy of the Downloadable Software at the time. For the purposes of these Terms & Conditions, the Downloadable Software shall be deemed part of the Service.
- 1.5. Restrictions on Use. All rights not expressly granted to you are reserved by Scribe and its licensors. You must not, and shall not allow any End User (as defined below) or third party to: (i) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service; (ii) allow any third party to use the Service; (iii) give, sell, rent, lease or timeshare the Service or use it in any service bureau arrangement; (iv) reverse engineer, decompile or disassemble the Service or any components thereof; (v) use the Service to develop a competing service or product; (vi) use any robot, spider, scraper, or other automated means to access the Service; (vii) take any action that imposes or may impose an unreasonable or disproportionately large load on the Service or the Scribe infrastructure (as determined by Scribe in its sole discretion); (viii) interfere or attempt to interfere with the integrity or proper working of the Service, or any related activities; (ix) make copies of the Service, or copy any ideas, features, functions or graphics of the Service; (x) modify or create a derivative work of the Service, or any part thereof; (xi) reproduce, remove, deface, obscure, or alter Scribe's or any third party's copyright notices, patents, trademarks, or other proprietary rights affixed to or provided as part of the Service, or use or display logos of the Service differing from those of Scribe; and/or (xii) use the Service in any unlawful manner or in breach of these Terms & Conditions. Without limiting the foregoing, you may not use the Service to: (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or which violates third party privacy rights; (c) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of the Service; or (e) attempt to gain unauthorized access to the Service.
- 1.6. Account. In order to use the Service, you have to create an account (“**Account**”). You must not allow anyone other than yourself or an authorized employee or agent acting on your behalf (each, an “**End User**”) to access and use your Account. You acknowledge and agree: (i) to provide accurate and complete Account and login information; (ii) to keep, and ensure that End Users keep all Account login details and passwords secure at all times; (iii) you remain solely responsible and liable for the activity that occurs in connection with your Account, (iv) that the Account login details may only be used by End Users; and (v) to promptly notify Scribe in writing if you become aware of any unauthorized access or use of your Account or the Service. You may use the Service tools to disable and enable certain Service features or activities at any time.

2. Terms applicable to Free Trials and Free Services.

- 2.1. Free Trials. If You have registered for a free trial, Scribe will make the applicable Service(s) available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered, or (b) the start date of any non-free Service subscriptions ordered by you for such Service(s), or (c) termination by Scribe in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page and are incorporated herein by reference.

UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL OR APPLICABLE UPGRADED SERVICES, ANY DATA ENTERED INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU EXPORT SUCH DATA.

NOTWITHSTANDING THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND INDEMNIFICATION OBLIGATIONS, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND SCRIBE SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD. WITHOUT LIMITING THE FOREGOING, SCRIBE AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET YOUR REQUIREMENTS AND/OR REACH CERTAIN RESULTS, (B) YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SCRIBE AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOU USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY YOU OF THESE TERMS & CONDITIONS AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

- 2.2. Free Services. Scribe may from time to time make certain Services available to you for free (“**Free Services**”). Your use of Free Services is subject to these Terms & Conditions and this section, which will prevail in the event of a conflict. Free Services may be subject to certain limits as described in the Free Services registration web page which shall be incorporated herein by reference. Usage over these limits requires your purchase of additional services. Scribe, in its sole discretion and for any or no reason, may terminate your access to the Free Services in whole or in part. Scribe may terminate your access to the Free Services without prior notice, and Scribe will not be liable to you or any third party for such termination.

NOTWITHSTANDING THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND INDEMNIFICATION OBLIGATIONS, THE FREE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND SCRIBE SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES. WITHOUT LIMITING THE FOREGOING, SCRIBE AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE FREE SERVICES WILL MEET YOUR REQUIREMENTS AND/OR REACH CERTAIN RESULTS, (B) YOUR USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY. IN THE “LIMITATION OF LIABILITY” SECTION BELOW, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SCRIBE AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE FREE SERVICES, ANY BREACH BY YOU OF

THESE TERMS & CONDITIONS AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. **Customer Data**

- 3.1. In order for Scribe to provide you with the Service, Scribe needs to monitor traffic and content, including encrypted content transmitted by your networks, including without limitation any non-public works, materials and data uploaded, transmitted and/or imported by you and/or on your behalf, and/or made accessible to and/or processed by, Scribe, and including metadata on any of the foregoing (collectively "**Customer Data**"). You agree that Scribe may collect, monitor, store, process and use the Customer Data, on your behalf, to provide the Service. You will control the access to the Customer Data and have full administrative control over such data, including the right to view or modify it. Scribe is committed to the security and privacy of your Customer Data and maintains a security program which is in all material aspects in accordance with the relevant industry standards and is designed to (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data.
- 3.2. You further acknowledge and agree that Customer Data may contain personally identifying information or personal data, as defined by the applicable laws which govern the use of data relating to identified or identifiable nature persons residing in the EU and/or the state of California in the United states, including the laws of the European Union ("**EU**") Data Protection Act 1998, the EU General Data Protection Regulation ("**GDPR**"), and the California Consumer Protection Act effective as of January 1, 2020, as each of these laws are amended or replaced from time to time, and any other foreign or domestic laws to the extent that they are applicable to the personally identifiable or personal data made accessible, uploaded, transmitted, posted or processed while using the Service ("**Data Protection Laws and Regulations**") ("**Personal Information**"). Scribe's access, use, display, store and process of the Personal Information are governed by Scribe's Privacy Policy at <https://scribesecurity.com/privacy-policy/>, incorporated herein by reference ("**Privacy Policy**"). Without derogating from the foregoing, it should be emphasized that except for the purposes of registration and/or payments related to the use of the Service, Scribe and its Service do not require any Personal Information, as such information is not being used and/or processed as part of the provision of the Service. Correspondingly, except for registration and/or payment purposes, as a user of our Service, you are required not to transfer or pass to Scribe any information that could use or recognize as personally identifiable information. In any case of voluntary delivery of Personal Information and/or personally identifiable information made by you as a user of the Service, you hereby declare and undertake that you have obtained all the necessary consents from your employees, users, clients and/or any other data subjects to use such information and/or transfer such information to third parties (including Scribe), as required by the Data Protection Laws and Regulations. In addition, in any case of transfer of such information, you must ensure that the information is provided after undergoing the process of anonymization, while omitting or shushing any personally identifiable information.
- 3.3. You further acknowledge and agree that Customer Data may contain information or data which is confidential and/or is sensitive to Customer's and/or third -parties' business. Scribe undertakes that any collection, use and/or storage of any such information and/or data shall be made solely for the purpose of rendering the Service to Customer during the Term and in compliance with these Terms & Conditions, including without limitation the provisions under Section 7 (Confidentiality) hereinbelow.
- 3.4. You acknowledge that: (i) the Service does not operate as an archive or file storage service and we do not store or backup the Customer Data used or processed during the Service; (ii) you are solely responsible for the backup of Customer Data; and (iii) you will lose access to any Customer Data that you delete.

- 3.5. The Customer grants to Scribe a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, create derivative works of and otherwise exploit anonymous usage data derived from the Customer's use of the Service ("**Usage Data**") as aggregated with usage data from Scribe's other customers for its own business purposes such as support, operational planning, product innovation and sales and marketing of the Service. For clarity, such Usage Data may not include any data that could reasonably identify Customer or any particular End User and shall not be deemed Customer Data for purposes hereof.
4. **Title.** Scribe (or its licensors) retains title to the Service, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Proprietary Rights therein. Except as specified herein, you do not acquire any rights, express or implied, in the Service, and you have no right to commercialize or transfer the Service, in whole or in part. No license, right or Proprietary Right in any Scribe trademark, trade name or service mark is granted pursuant to the Order Form or these Terms & Conditions. You agree that any suggestions, enhancement requests, recommendations or other feedback provided by you or the End Users relating to the operation of the Service (collectively, the "**Feedback**") shall be the sole property of Scribe and Scribe shall be free to use any Feedback you provide for any purpose. For purposes of these Terms & Conditions "**Proprietary Rights**" means all patents, trademarks, service marks, copyright and related rights, registered designs, utility models, software, know-how, trade secrets, inventions (whether patentable or not), improvements, publicity rights, rights of privacy, and all other intellectual property rights and proprietary rights, including goodwill therein, whether registered or not, arising under the laws of any country or jurisdiction, including all rights or causes of action for infringement or misappropriation of any of the foregoing.
5. **Financial Terms**
- 5.1. **Fees.** In consideration for the Service, you will be required to pay Scribe various fees as set forth in the Order Form ("**Fees**"). You will pay all Fees specified in the Order Form. Unless expressly set forth otherwise herein or in the Order Form, the Fees are charged based on Services purchased and not on actual usage.
- 5.2. **Package Plans.** At its discretion, Scribe may offer different Service subscription plans to choose from (each a "**Plan**"). The details of all available Plans are set forth in the Order Form or on the Website or under a separate service agreement to be entered by you and Scribe. The Plans may be amended from time to time. Your access to and use of the Service under any Plan is subject to your payment in full of the relevant fee applicable to the Plan you choose, as set forth in the Order Form.
- 5.3. **Invoicing and Payment Terms.** Invoicing and payment terms are set forth in the Order Form. All Fees shall be paid in US Dollars or other currency as will be determined by Scribe from time to time; and are non-refundable and all payment obligations are non-cancellable and non-contingent. You may not set-off any amounts owing to you against any payments owing to Scribe hereunder. Scribe reserves the right to change the Fee at any time upon thirty (30) days prior written notice to you. If we have changed the Fee then you may terminate these Terms & Conditions in accordance with Section 6.3(ii) below. Your continued receipt and use of the Service following the change in the Fee shall conclusively demonstrate your acceptance of such change. In the event you fail to timely pay any Fees or charges when due, Scribe may, in its discretion, suspend or terminate the Service and/or any part or portion thereof in accordance with Section 6.3 below.
- 5.4. **Taxes and Duties.** Except for taxes based on Scribe's net income, you are liable and responsible for paying VAT (if applicable) and any other taxes relating to your receipt or use of the Service or sale of your products, whether or not Scribe invoices you for such taxes.
6. **Term and Termination.**
- 6.1. **Term.** These Terms & Conditions commences on the date you first accept it and continues until all subscriptions hereunder have expired or have been terminated.

- 6.2. Subscription Term. The term of each subscription shall be as specified in the applicable Order Form (the “**Initial Subscription Term**”). Unless otherwise expressly provided under an Order Form, each subscription (other than for Free Trial and/or for Free Services) shall automatically renew for additional period(s) of equivalent duration (each a “**Renewal Term**”) unless either party provides the other party with written notice at least thirty (30) days prior to the expiration of the then-current term stating that it does not wish for the applicable subscription to be renewed (the Initial Subscription Term and all Renewal Terms collectively, the “**Term**”). Upon termination or expiration of these Terms & Conditions or the Order Form, you will lose all access to the Service, to your Account(s), and to any Customer Data that we may be storing on your behalf. It is your responsibility to download the Customer Data prior to canceling an Account or any termination or expiration of these Terms & Conditions. We do not accept any liability resulting from the suspension, termination or expiration of these Terms & Conditions, the Service, an Account, or to Customer Data that is deleted or lost in connection thereto. Any terms of these Terms & Conditions that would, by their nature, survive the termination or expiration of this Agreement shall so survive including, without limitation, Sections 1.4, 3, 4 through 18 (inclusive).
- 6.3. Termination. Notwithstanding the provisions under Sections 6.1 and 6.2 above:
- (i) You have the right to terminate these Terms & Conditions or an Order Form, or downgrade to a lower payment tier at any time for convenience by sending Scribe an email request to support@scribesecurity.com at any time prior to the expiration of the Term to terminate these Terms and Conditions, your Order Form or cancel your Account(s). Scribe will use commercially reasonable efforts to respond as soon as possible.
 - (ii) Scribe, at its sole option and discretion, may terminate these Terms and Conditions, any Order Form or any portion of any Order Form, at any time prior to the cessation of the Term, for any reason or for no reason, by written notice to you. Scribe may also stop providing the Service, and/or any service, feature, functionality or portion thereof, at any time, for any reason or for no reason, with or without providing you with notice.
- 6.4. Effect of Termination. Upon expiration or termination of these Terms & Conditions or an Order Form all outstanding Fees and other amounts obligated under these Terms & Conditions or an Order Form, shall become due and owing upon the next billing period and you shall cease using the Service at that time.

7. Confidentiality.

- 7.1. Scribe will hold your Confidential Information in strict confidence and protect it from unauthorized dissemination.
- 7.2. “Confidential Information” means all information and data collected by Scribe or furnished by you to Scribe in the framework of the performance of the Service, which information and data have been marked or otherwise specifically identified as confidential or proprietary, or can by their nature reasonably be presumed to be confidential or proprietary including but not limited to Customer Data and/or to personal information that is protected by law, in any form. Confidential Information shall not include information which is: (i) publicly known and/or made generally available in the public domain, either prior to or after the time of disclosure by you/collection by Scribe, through no wrongful act of Scribe, or (ii) rightfully obtained by Scribe from a third party free of any obligation to such third party to keep it confidential.
- 7.3. In the event that Scribe shall be required by legal or regulatory process to disclose your Confidential Information, it shall promptly (if legally permitted to do so) notify you, reasonably cooperate with you in seeking to quash such request or obtain an appropriate protective order, and only disclose such of your Confidential Information to the extent required.
- 7.4. Scribe’s obligations of confidentiality and non-use herein shall apply for as long as you are using the Service.

8. **Advertising and Publicity.** Scribe shall be entitled to refer to you as a customer of Scribe and as a user of the Service, directly or indirectly, in any advertisement, news release, or publication, subject to obtaining your prior approval in writing. Scribe may use your trade names and trademarks in connection with such usage.
9. **Warranty Disclaimer.** Scribe shall not be held responsible or liable for any actions taken by you, either wholly or in part, based on the Customer Data or information provided to Scribe by you or any third party, or for any loss, damage, expense or injury resulting from any actions and/or transactions conducted by you with any third party as a result, by way of or through the use of the Service. THE SERVICE, INCLUDING WITHOUT LIMITATION, ALL SOFTWARE, CONTENT, REPORTS AND INFORMATION PROVIDED AS PART OF THE SERVICE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. You assume all responsibility for the selection of the Service to achieve your intended results. In addition, since Scribe cannot verify all Customer Data or information provided by you or other third parties, and errors in gathering or reporting such Customer Data or information may occur, Scribe does not represent or warrant that the Service is always accurate, complete or current and shall not be liable for or responsible for decisions taken by you as a result thereof. SCRIBE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SCRIBE DOES NOT WARRANT THAT THE SERVICE WILL BE COMPLETE, ACCURATE, SECURE, UNINTERRUPTED, ERROR FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT DEFECTS WILL BE CORRECTED. SCRIBE DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY SOFTWARE, CONTENT, REPORTS, INFORMATION, OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICE. YOUR USE OF AND RELIANCE UPON THE SERVICE AND CUSTOMER DATA AND ANY THIRD-PARTY APPLICATION INFORMATION IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND SCRIBE SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM THIRD PARTY'S HARDWARE, SOFTWARE, TOOLS, COMPONENTS, COMMUNICATIONS SERVICES OR MATERIALS, OR FROM TECHNICAL PROBLEMS, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH, THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, DELAYS OR INTERRUPTIONS OR OVERLOAD OF OUR OR OTHER SERVERS) ANY TELECOMMUNICATIONS, INTERNET PROVIDERS OR OTHER THIRD-PARTY SERVICE PROVIDERS. Applicable law may not allow the exclusion of certain warranties, so to that extent the above exclusions may not apply.
10. **Limitation of Liability.** SCRIBE SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUE, LOSS OF GOODWILL, DATA LOSS, WORK STOPPAGE, OR COMPUTER FAILURE, DELAY OR MALFUNCTION) ARISING OUT OF THE ORDER FORM AND/OR THESE TERMS & CONDITIONS OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SCRIBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SCRIBE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY CLAIMS AND DAMAGES ARISING FROM OR OUT OF THE ORDER FORM AND/OR THESE TERMS & CONDITIONS IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE SERVICE (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU TO US FOR THE SERVICE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR FIRST

CLAIM. Applicable law may not allow the exclusion or limitation of liability, so to that extent the above limitations or exclusions may not apply.

11. **Indemnification.** You agree to defend, indemnify and hold harmless Scribe and our affiliates and our respective officers, directors, agents, consultants and employees (each an “**Indemnified Party**”) from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) (“**Claims**”) by you and /or any third party arising from: (i) your or your End Users' use of the Service; (ii) your breach of the Order Form or these Terms & Conditions; or (iv) your failure to pay any taxes, duties or assessments due hereunder. An Indemnified Party need not seek recovery from a third party or otherwise mitigate its losses in order to make a claim under this Section 11. We have the right to participate in the defense of a Claim and in selecting counsel therefore. You shall not, without first obtaining our prior written consent, settle any Claim in any manner that (a) restricts or limits our ability to deliver the Service; or (b) involves a remedy relating to admission of liability by, injunctive relief against, or other affirmative obligations by an Indemnified Party without the Indemnified Party’s consent.
12. **Interaction with Third-Party Applications.** In order to use certain functionalities of the Service, You may be required to grant us authorization to access your account on certain third-party platforms, applications and/or tools (“**Third-Party Applications**”) in accordance with the terms and conditions prescribed by the applicable Third-Party Application, and any other information requested by a Third-Party Application to enable us to access your account to provide you with the Service. You are solely responsible for registering your Third-Party Application’s account and obtaining any status and/or permit you need to fully utilize the Service, as well as the payment of any Third-Party Application’s fees in connection with the foregoing. You acknowledge and agree to review and be bound by the terms of use and privacy policy of any Third-Party Application, and agree to hold us harmless, and expressly release us, from any and all liability arising from your linking to and interaction with a Third-Party Application. You acknowledge that failure to comply any of the foregoing requirements may restrict us from accessing your Third-Party Application’s account and may prevent you from being able to link your Third-Party Application’s account to the Service.
13. **Additional Services; Third Party Providers.** From time to time we may offer you additional or ancillary features or services (“**Additional Services**”) that may be subject to additional or different terms of service and/or may be rendered by third party service providers (“**Third Party Providers**”). Any Additional Services will form part of the Service. Your use of such Additional Services shall be deemed your consent to such additional terms of service, including without limitation the Third-Party Providers’ terms of service. We and/or the Third-Party Providers may need you to provide and/or make available Customer Data to enable us and/or the Third-Party Providers to provide you with the Additional Services.
14. **Compliance with Laws.** Each party shall comply with all applicable laws relating in any way to its performance of its obligations under the Order Form and these Terms & Conditions. You agree to comply fully with all applicable export laws and regulations as well as any data privacy laws in any jurisdiction to ensure that neither the Service nor any technical data related thereto are shared, exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
15. **Assignment.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. You may not assign your rights or obligations under these Terms & Conditions or the Order Form without our prior written consent. Any purported assignment in violation of this Section 16 shall be null and void. Our rights and obligations under these Terms & Condition and the Order Form are freely assignable.
16. **Attorneys' Fees.** In the event of any dispute, claim or litigation between us relating to these Terms & Conditions or an Order Form, if we prevail, we shall be entitled to reimbursement of all of our costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute, claim or litigation, including any appeal therefrom. For purposes of this Section 17, the

determination of whether we are the prevailing party shall be decided by an agreed arbitrator or the court of Israel.

17. **Injunctive Relief.** You understand and agree that in the event of a breach or threatened breach of any of the covenants or promises contained in the Order Form or these Terms & Conditions, Scribe will suffer irreparable injury for which there is no adequate remedy at law and Scribe may seek injunctive relief enjoining said breach or threatened breach. You further acknowledge, however, that Scribe shall have the right to seek a remedy at law as well as or in lieu of equitable relief in the event of any such breach.
18. **General.** The Order Form, these Terms & Conditions and the Privacy Policy represent the complete agreement concerning the Service between you and Scribe and supersede all prior agreements and representations related to the subject matter hereof. Section headings are provided for convenience only and have no substantive effect on construction. Scribe will not be liable for any loss, damage or delay resulting from any event beyond Scribe's reasonable control. Nothing in the Order Form or these Terms & Conditions shall be construed to create any employment relationship, partnership, joint venture or agency relationship or other form of business association or to authorize any party to make any representation on behalf of the other party enter into any commitment or agreement binding on the other party. In the event that any provision of the Order Form or these Terms & Conditions, is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of the Order Form and these Terms & Conditions, and the application of such provision in any other circumstances, will not be affected thereby. The failure by a party to exercise any right hereunder or under the Order Form or these Terms & Conditions shall not operate as a waiver of such party's right to exercise such right or any other right in the future. The Order Form and these Terms & Conditions shall be governed by the laws of the State of Israel, without reference to its conflict of laws rules. The exclusive jurisdiction and venue for all disputes under the Order Form and these Terms & Conditions shall be the competent courts located in Tel-Aviv, Israel, and each party hereby irrevocably consents to the jurisdiction of such courts. All definitions not otherwise defined in these Terms & Conditions shall have the meaning ascribed to them in the Order Form.

Last updated: May 2022