

Terms of service

These Terms of Service (the "ToS") are entered into at the Effective Date, by and between you, either individually or on behalf of the organization which you are authorized to represent ("Customer") and **Arti D2 Ltd.**, company no. 515984144, a company incorporated under the laws of Israel and/or any of its Affiliates ("Company").

1. **Definitions.** All the capitalized terms used in these ToS are defined in **Exhibit A** of these ToS (unless specifically defined in the ToS).

2. **Service; License.**

2.1. In consideration of the Fees described in Section 5 below, and the fulfillment of the terms and conditions of these ToS, the Company grants to Customer, a limited, non-exclusive, non-transferable, non-sublicensable, right and license during the Term, to access and use the Service and any Updates and/or Upgrades, if and as made available, at such number of seats and other terms as set forth the Order Form. Except as expressly permitted by these ToS, or specifically authorized in writing and in advance by the Company, Customer shall not, nor permit others to: (a) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Service; (b) circumvent, disable, or otherwise interfere with features of the Service related to security or access; (c) use any robot, spider, search or retrieval application, or any other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Service; (d) use or access other User's account or password without permission; or (e) copy, disseminate, sell or otherwise use any design, graphics, video or other content offered as part of the Service, outside of the scope of the Service. Except as expressly permitted, Customer may not allow any third party to copy, modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works, transfer, sell or otherwise use or abuse the Service. The Customer will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Service.

2.2. Company provides Customer with the Service for creation of graphics and video content by Customer. During the Term, the Customer may provide Company with Feedback. The Company may make any use of the Feedback and shall not be subject to any non-disclosure or non-use obligations in respect to the Feedback.

2.3. Company reserves the right, but is not obligated to nor commits to, monitor the Customer's use of the Service in as much as required to ensure that the use of the Service is in accordance with the permitted uses as set forth herein.

2.4. The Service may only be used through a Supported Web Browser or installed application and according to the Documentation made available by the Company.

2.5. The Service may only be used by the officers, employees, advisors, and subcontractors of the Customer, within the limitation of seats as set forth in the Order Form.

2.6. Customer acknowledges and agrees that the Company implements in the Software technical measures for tracking and monitoring the usage of the Service by Customer for the purpose of Fees calculation, compliance with the terms of these ToS, and for Service improvements.

3. **Professional Services.** The Company may provide to the Customer the Professional Services as set forth in the Order Form.

4. **Account Registration.**

4.1. In order to register Users' accounts, the Customer shall provide Company with the relevant Users' names and email addresses and the Company shall provide each User with a username and password. Users may change their passwords after their initial login

4.2. Company will process data pursuant to these ToS according to the terms of the Company's Privacy Policy as published at the Company's Website as amended from time to time, and at all times in accordance with applicable law.

4.3. Customer represents that with respect to Personal Data relating to Users, (i) Customer shall be considered a controller of such Personal Data; (ii) it has provided adequate notice and obtained all necessary consents required under applicable law to provide such Personal Data to the Company and to allow the Company to process and share such data for the provision of the Service and for Company's internal business purposes, including improvement of the Services, all as detailed in Company's Privacy Notice; and (iii) it shall ensure that a record of such consents is maintained, all as required under applicable law.

4.4. Customer undertakes to notify the Company immediately in the case of any unauthorized use of a User's account or password. Customer shall be fully and solely responsible for the security of any computer system and/or mobile device used by any User and all activity on any User's

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account, even if such activities were not committed by the User. The Company will not be liable for any losses or damage arising from unauthorized use of the Service, and Customer agrees to indemnify and hold Company harmless from any unauthorized, improper, or illegal use of User accounts and any charges and taxes incurred, unless Customer has notified the Company via e-mail that the relevant account has been compromised and has requested to block access to it, which has not been attended by the Company.

- 4.5. All Personal Data of any individual, including any Users will be collected, processed, and transferred in accordance with the terms of the Company's Privacy Notice.
5. **Fees and Payments; Other Commercial Terms.** In consideration of using the Service, the Customer shall pay to the Company the Fees as set forth in the Order Form. All Fees due to Company are stated in net values and are exclusive of applicable local, state, federal, and international sales, value-added, withholding, and other taxes, and duties of any kind. Customer shall be responsible for payment of taxes and duties of any kind payable with respect to the Service in connection with these ToS, other than taxes levied or imposed on Company based upon Company's income at its domicile. The Fee shall be paid within 30 days of the date specified on the invoice. Late payments shall bear interest at the rate of 12% per annum. Unless otherwise stated herein, all Fees are non-refundable, including in the event of early termination of these ToS.
6. **Representations and Warranties.** Each party represents and warrants to the other that it has the full right and power to enter into and perform under these ToS, without any third-party consent or conflicts with any other agreement. The Company further represents and warrants that: (a) it will provide the Service in material conformance with the Documentation and Order Form, and the functionality of the Service will not be materially reduced during the Term of these ToS (the "**Performance Warranty**"); (b) the Service and Company's performance hereunder will comply at all times with all applicable laws; (c) the Software and use of the Service will not introduce into the Customer's systems any viruses, worms, time bombs, Trojan horses or other harmful, malicious or destructive code; (d) the Service and Customer's use thereof does not and will not infringe, violate, or misappropriate the intellectual property rights of any third party.
7. **Support.** For support, please contact the Company at support@arti.tv, Sunday – Thursday at 9:00 am - 17:00 pm Israel Standard Time.
8. **Warranty Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THESE TOS, THE SERVICE IS BEING PROVIDED 'AS IS', AND EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY DATA STORED WITH THE COMPANY WILL BE SECURE OR OTHERWISE NOT LOST OR DAMAGED, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE WARRANTY WILL NOT BE IN EFFECT IN THE EVENT OF USE OF THE SERVICE NOT IN ACCORDANCE WITH THE DOCUMENTATION, OR FAILURE TO INSTALL AN UPDATE MADE AVAILABLE BY THE COMPANY.
9. **Limitation of Use.** Customer agrees not to use to Service to: (i) engage in unlawful activities; (ii) disseminate any unlawful, harassing, abusive, threatening, or illegal materials; (iii) transmit material that encourages conduct which may constitute a criminal offence, result in civil liability or otherwise breaches any relevant law, regulation and/or code of practice; (iv) gain unauthorized access to other computer systems, including without limitation, Company's; (v) interfere with any other person's use of the Service; (vi) transmit any junk mail, chain letters or "spam"; (vii) make and/or transfer and/or store electronic copies of materials protected by copyright without the express permission of the owner of the material, or otherwise making such use of the Service or Related Materials that infringes third parties' Intellectual Property Rights; (viii) circumvent, disable or otherwise interfere with security related features or other features of the Service, or enforce any limitations on use of the Service; and (ix) engage in the use, copying, or distribution of any of the Related Materials other than expressly permitted herein. Customer is solely responsible for any content uploaded by the Customer while using the Service, and shall bear all liability in connection with such content, including without limitation, in the event of use of the Service with content which is abusive, offensive or otherwise in breach of third party intellectual property rights or in breach of these ToS.
10. **Limitation on Liability.** IN CASE THE COMPANY, ITS LICENSORS, THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, AGENTS AND AFFILIATES (THE "**COMPANY INDEMNITEES**", INCLUDING COMPANY) ARE FOUND LIABLE FOR ANY LOSSES OR DAMAGES IN CONNECTION WITH THE SERVICE AND/OR THESE

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TOS, UNDER NO CIRCUMSTANCES SHALL THE COMPANY INDEMNITEES BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR REPUTATION, EVEN IF THE COMPANY INDEMNITEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR SHOULD HAVE FORESEEN SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, IN THE EVENT THAT, NOTWITHSTANDING THE TERMS OF THESE TOS, COMPANY INDEMNITEES ARE FOUND LIABLE FOR DAMAGES OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) CONNECTED AND/OR RELATED TO THESE TOS, COMPANY INDEMNITEES TOTAL LIABILITY FOR SUCH DAMAGES SHALL NOT EXCEED THE FEE PAID TO COMPANY BY CUSTOMER PURSUANT TO THESE TOS DURING THE TWELVE (12) MONTHS' PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS. THIS LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THE TOS BETWEEN THE COMPANY AND THE CUSTOMER. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, TAKING INTO ACCOUNT THE FEES PAID FOR THE SERVICE, AND THAT THE COMPANY WOULD NOT HAVE PROVIDED THE SERVICE EXCEPT UNDER THE TERMS OF THIS AGREEMENT.

11. Term and termination.

- 11.1. **Term.** These ToS shall be in effect as of the Effective Date and shall continue for the term specified in the Order Form, unless terminated earlier by either party in accordance with the provisions hereof.
- 11.2. **Termination.** Notwithstanding the aforesaid, each Party may terminate the engagement hereunder upon the occurrence of any of the following, with immediate effect: (i) if the other party commits a material breach of any of its undertakings, warranties and representations under these ToS, and such breach is not remedied within thirty (30) days following written notice with respect to the breach; upon (ii) the institution of any proceedings by or against either Party seeking relief, reorganization or arrangement under laws relating to insolvency, which proceedings are not dismissed within forty-five (45) days; (iii) the assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee, of any of either party's property or assets; (iv) the liquidation,

dissolution or winding up of either party's business; or (v) the admission in writing of a party's inability to pay current debts; then and in any such events the engagement of the parties under these ToS and the Order Form may immediately be terminated by the other party upon written notice. No refund shall be made to Customer upon termination hereunder.

- 11.3. **Effect of Termination or Expiration.** Upon termination and/or expiration of the engagement of the parties hereunder, the Service shall automatically terminate, and the Customer shall no longer be entitled to use the Service.
- 11.4. **Survival.** The provisions of Sections 6 through 11 and 13, and any other provisions which by their natures extend beyond the termination or expiration of this Agreement, shall so survive termination of this Agreement.
12. **Publicity.** During the Term, Company may refer to the Customer as a customer of the Company, in (prospective) customer and investor presentations. Company may display Customer's name and logo in Company's website and other marketing materials, subject to Customer's prior consent.
13. **General Provisions.** (a) Amendment. This Agreement may be modified, changed or amended (an "Amendment") by the Company by making the Amended form of these ToS available at Company's Website. Such Amended form of ToS shall come into effect immediately upon its placement in the Company Website; *provided that*, (i) the Company will send to the Customer a written notice regarding the Amendment; (ii) the Customer will be entitled to terminate the engagement with the Company within 30 days from such notice by written notice to the Company. (b) No Waiver. No delay or failure of any party to exercise any right provided herein shall in any way deem to constitute a waiver. No waiver shall be effective unless in writing signed by the waiving party. (c) Severability. If any provision of these ToS is declared invalid by any lawful tribunal, then it shall be adjusted to conform to the legal requirements of that tribunal and that modification shall automatically become a part of the ToS. Or, if no adjustment can be made, the provision shall be deleted as though never included in the ToS and its remaining provisions shall remain in full force and effect. (d) No Partnership or Agency. The Company and Customer are independent contractors, and neither party shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, broker, employee, servant, agent or representative of the other party

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for any purpose. Neither party is, or shall be, responsible for the acts or omissions of the other and neither party shall bear authority to make any representation or incur any obligation on behalf of the other party unless expressly authorized herein.

(e) Notices. Any notice under these ToS shall be in writing, signed by an authorized representative of the noticing party, and shall be deemed accepted by the other Party the same day if delivered by facsimile (with approval of transmission) or on the date which is 3 business days following its delivery if notice is sent by registered or certified mail, return receipt requested, postage prepaid at the address stated at the beginning of these ToS (or as updated by either party from time to time) (g) Governing Law. These ToS shall be governed by and construed in accordance with the laws of the State of Israel without regard to the provisions of conflict of laws. The courts of the city of Tel-Aviv-Jaffa shall have sole and exclusive jurisdiction and venue over any dispute related to this ToS and both parties hereby consent to such jurisdiction and venue. (h) Assignment. Neither Party may assign this ToS without the prior

consent of the other Party, except for in cases of a merger and acquisition of such party, or any recapitalization or re-structuring of such assigning Party, provided however that the assignee shall have undertaken to adhere to the terms and conditions of this ToS as is. (h) Entire Agreement. The specific Order Form shall govern this ToS with respect to the Service to the extent applicable. This ToS contains and sets forth the entire agreement and understanding between the parties with respect to the subject matter contained herein, and as such supersedes all prior discussions, agreements, representations and understandings in this regard. This ToS shall not be modified except by an instrument in writing signed by both parties; In the event of any contradiction between the terms of the Order Form and of this ToS – the terms of the Order Form shall prevail; (i) Provisions intended to survive the termination of this ToS, shall so survive; (j) This ToS may be executed in two or more counterparts, which may be faxed or scanned counterparts, each of which shall be deemed an original, and together, an original instrument.

DULY EXECUTED and agreed to on the Effective Date:

Arti D2 Ltd.

By: _____

Title: _____

Address: _____

Fax: _____

Email: _____

[Customer – full legal name]

By: _____

Title: _____

Address: _____

Fax: _____

Email: _____

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Exhibit A – Definitions

- 1.1. **"Affiliate"** means a corporation that is controlling, controlled by, or under common control, of an entity.
- 1.2. **"Data"** means information, data and content regarding Customer, and inter alia, Customer's network, binaries, binary metadata and/or devices, files, networks, systems, software, peripherals, Customer's Users, and data regarding natural persons' use of such Users.
- 1.3. **"Documentation"** means all documents, information, manuals, directions, specifications, explanations, or material, concerning the Service, all in any form whatsoever.
- 1.4. **"Effective Date"** means the date of commencement of the ToS between the Parties as defined in the Order Form.
- 1.5. **"Fees"** means the fees for the Service as defined in the Order Form.
- 1.6. **"Intellectual Property Rights"** means all rights arising from patents, copyrights, trade secrets, Confidential Information, trademarks, service marks, trade names, mask works, applications and other proprietary rights in any jurisdiction, to all (i) inventions, discoveries, works of authorship, know-how, technical information, work product, designs, ideas, concepts, innovations, drawings, schematics, original works of authorship, formulae, concepts, techniques, know how, methods, systems, processes, compositions of matter, computer software programs, databases,(ii) any improvements, enhancements or modifications related thereto, all the foregoing, whether or not patentable, copyrightable or protectable as trade secrets, irrespective of whether registered as a patent, copyright, trademark or in another form, irrespective of whether constituting a commercial, professional or trade secret and irrespective of whether reduced to practice or not.
- 1.7. **"Order Form"** means a supplement to this ToS issued by the Company and confirmed by the Customer with the specific terms of engagement between the Company and the Customer. The Parties may have more than one Order Form in effect simultaneously. The Order Form and ToS shall serve as one complete agreement.
- 1.8. **"Personal Data"** means the personal data as defined in the General Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
- 1.9. **"Professional Service"** means the professional service provided by the Company to the Customer as defined in the Order Form.
- 1.10. **"Feedback"** means that during the Term, Customer may provide Company with feedback regarding the Services, which Company may use in any manner it deems appropriate, including for commercial purposes and as part of its future services.
- 1.11. **"Privacy Notice"** means the Company's privacy notice as available at <https://www.arti.tv/privacy-policy>.
- 1.12. **"Related Materials"** or **"Documentation"** means information in written or other documentary form supplied to Customer by the Company that relates, in whole or in part, to the installation, design, use, operation, testing, debugging, support or maintenance of the Software.
- 1.13. **"Service"** means a service for creation of real-time augmented reality graphics for video that are made available through a dedicated web application and/or installed application. The Service includes the limited right and license to use of the Company's proprietary Software, proprietary designs and Related Materials according to the terms of this Agreement.
- 1.14. **"Software"** means Company's proprietary software which includes central management tools module cloud based software service.
- 1.15. **"User(s)"** means the Customer's designated personnel that shall be required to have registered accounts
- 1.16. **"Term"** means the term as defined in the Order Form.
- 1.17. **"Updates"** means a new version or a revised version of the Service generally made available by Company to all of its existing customers of the Service, that contains bug fixes and/or minor enhancements or improvements, but does not contain Upgrades, all as determined at Company's sole discretion.
- 1.18. **"Upgrades"** means a new version or revised version of the Service, which includes a significant new feature, addition to or improvement of the Service.