



## **PORT2PORT**

### **Master Subscription Agreement**

*PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE;  
THIS IS A BINDING CONTRACT.*

These Terms (hereinafter: the "**Terms**" or the "**Agreement**") are a binding agreement between you, or if applicable, the company or any other legal entity which you may represent (hereinafter: "**You**" or "**Your**", as may be applicable) and Port2Port.. and/or any Reseller acting on its behalf (hereinafter jointly and/or severally: the "**Company**", "**We**" or "**Us**"), concerning your subscription and use of our Services and Site .

If you register for a free trial for our services, this Agreement will also govern the free trial.

Accepting this Agreement by clicking a box indicating your acceptance, you agree to the terms of this Agreement.

You hereby acknowledge and agree that these Terms represent the complete and exhaustive statement of the agreement between You and the Company, and such Agreement supersedes any proposal and/or prior agreement, whether oral or written, any and all other forms of communication between You and the Company relating to the subject matter of these Terms.

You hereby acknowledge and accept that the Company may revise, edit, amend and/or alter in any way the conditions of these Terms at any time by simply updating and re-posting revised Terms to the Site. Such revisions, changes or amendments shall be based upon the sole discretion of the Company.

You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Services for the purpose of monitoring their availability performance of functionality or for any other benchmarking or competitive purposes.

YOU SHOULD VISIT THIS PAGE FROM TIME TO TIME TO REVIEW THE THEN-CURRENT TERMS BECAUSE THEY ARE BINDING ON YOU. ANY CHANGES MADE TO THESE TERMS SHALL BE EFFECTIVE IMMEDIATELY.

#### **1. DEFINITIONS**

For the purposes of this Agreement , the terms below shall have the meanings defined below.

- **Logbox** – A cloud service operated by Port2Port.
- **" Site"** - is the website – [www.logbox.co.il](http://www.logbox.co.il).
- **"Term"** means the period during which the Services and access to the Software will be provided by the Company to You, including the initial term and any and all renewals by You.
- **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- **"Non-Port2Port Services"** means online applications and offline software products that are provided by entities or individuals other than Us, and that operate jointly with the Services.
- **"Purchased Services"** means Services that You shall purchase as distinguished from those provided pursuant to a free trial. For the sake of

clarity, You hereby acknowledge and accept that the Services are multifaceted and include several modules. This Agreement covers the use of all these modules.

- **"Services"** means the services ordered by You including a free trial, and made available by Us online via the customer login link at [www.logbox.co.il](http://www.logbox.co.il) and/or any other web page designated by Us, including associated online components. Services include Logbox and any third party services and/or non-Port2Port Services.
- **"Software"** means any software developed by the Company for the provision of the Services.
- **"Logbox Documentation"** means the online documentation for the Services as updated from time to time.
- **"Users"** means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with whom You transact business.
- **"We", "Us", "Our", "the Company"** means the Port2Port Company and /or any Reseller acting on its behalf.
- **"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement, and affiliates of that company or entity.
- **"Your Data"** means all electronic data or information submitted by You to the Purchased Services.
- **"Reseller"** means Bluesnap and/or any other person or entity that markets or offers or resells the Services through an arrangement with Port2Port..

## 2. **FREE TRIAL**

If You register on our Site for a free trial, We will make the Services 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 are registering to use the applicable Service or (b) the start date of any Purchased Services ordered by You. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER OR RECEIVED BY YOU FROM THIRD PARTIES AND INCLUDED INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G. FROM FIRST CLASS PLAN TO BUSINESS PLAN OR FROM BUSINESS PLAN TO ECONOMIC PLAN); THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING WARRANTIES AND DISCLAIMERS, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the Logbox Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. **USE OF SERVICES - GENERAL** Subject to Your compliance with these Terms and Your payment to the Company (directly or by a Reseller) for the use of the Services, the Company hereby grants you a limited, non-exclusive, non-transferable, non sub-licensable revocable right to use and access the Services via the Internet during the subscription period, and use the Services only in accordance with these Terms. The Services may be accessed solely by the number of users as specified in the registration process. The Services may be only accessed by You, and must be in accordance with the conditions set forth in this Agreement. You hereby acknowledge that the Services shall not be provided to you in CD-ROM form, or any other form of media and will not be installed on any servers or any other computer equipment controlled and/or held by You. You fully acknowledge and accept that the Services will be hosted by Us through the use of the Internet and a browser.

4. **PURCHASED SERVICES**

- 4.1 **Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to this Agreement during the subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

- 4.2 **User Subscriptions.** Unless otherwise specified, Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

5. **USE OF THE SERVICES**

- 5.1 **Our Responsibilities.** We shall: (i) provide Our basic support for the Purchased Services to You, and/or any upgraded support agreed, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Greenwich mean time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

- 5.2 **Our Protection of Your Data.** We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law or court order, or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters. You may refer to our Privacy Policy or to our Security Page – for any further information.

- 5.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the Logbox Documentation and applicable laws and government regulations. You shall not (a) make the

Services available to anyone other than Users, (b) sell, resell, rent or lease the Services without our written consent, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks, (g) disclose any passwords or user identification numbers issued to You.

- 5.4 Azure.** The Services are developed, hosted and secured at the Microsoft Windows Azure datacenter. Microsoft Windows® Azure™ is operating in a geographically distributed facility. While running 24/7, the facility is taking various measures to protect operations from power failure, physical intrusion and network outage. You may refer to our Security Page for any further information.

## **6. NON PORT2PORT SERVICES**

- 6.1 Purchase of Non-Port2Port Products and Services.** We or third parties may from time to time make third-party products or services available to you. Purchase by You of such non-Port2Portproducts or services, and any exchange of data between You and any non-Port2Portprovider, is solely between You and the applicable non-Port2Portprovider. We do not warrant or support non-Port2Portproducts or services, whether or not they are designated by Us as “certified” or otherwise,. Subject to the section relating to Integration with Non-Port2PortServices, no purchase of non-Port2Portproducts or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

- 6.2 Integration with Non-Port2Port Services.** The Services may contain features designed to operate jointly with Non-Port2PortApplications or Interfaces (e.g. Google, Facebook or Twitter or logistics partner applications). To use such features, You may be required to obtain access or permission to such Non-Port2PortApplications or Interfaces from their providers. If the provider of any such Non-Port2PortApplication or Interface ceases to make the Non- Port2PortApplication or Interface available for interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

- 6.3 Links to Other Sites.** Links on this Site may let you leave the Site and go to other websites. The linked sites are not under the control of the Company and the Company is not liable or responsible for the content, the accuracy thereof or any other aspect which may be related to a third party website or any link contained in a linked site. The Company hereby reserves the right to terminate any link or linking program at any time, based upon its sole and exclusive discretion. The Company does not endorse companies or products to which it is linked. Please note that should You proceed to access any linked Site, You do this entirely at Your own risk.

## **7. ACCESS TO SERVICES**

Subject to these Terms, the Company will make the Services available for the Client’s use during the term through the use of the Internet and a browser.

## **8. SUBSCRIBING TO THE SERVICE**

You will subscribe to the Service in accordance with the terms of this Agreement.

## **9. UPDATES**

In order to keep the Services up to date, We may automatically update and/or upgrade the Services at our sole discretion. Please note that such an act is based upon Our sole discretion and We shall not be obliged to do so.

## 10. **SUPPORT**

This Agreement does not entitle You to any Support unless otherwise agreed .

## 11. **FEES AND PAYMENT FOR PURCHASED SERVICES**

**11.1 Fees.** You shall pay all fees specified hereunder. Except as otherwise specified herein, (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof.

**11.2 Invoicing and Payment.** Invoicing, payments and purchases shall be managed by us or be the relevant Reseller. In case of a Reseller the Reseller shall be the merchant of record in respect of such sales to You, and shall be responsible for delivering an electronic invoice/receipt to You in the name of the Reseller. You are responsible for providing complete and accurate billing and contact information to Us and Reseller notifying Us and Reseller of any changes to such information.

**11.3 Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our Services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue before suspending services to You.

**11.4 Payment Disputes.** We shall not exercise Our rights under this section if You are disputing the applicable charges reasonably and in good faith, and are cooperating diligently to resolve the dispute.

**11.5 Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You.

## 12. **PROPRIETARY RIGHTS**

**12.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

**12.2 Restrictions.** You shall not (i) permit any third party to access the Services except as permitted herein, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

### 13. **CONFIDENTIALITY**

**13.1 Definition.** The term “Confidential Information” shall mean: (i) any and all information which is disclosed by either party (“Owner”) to the other (“Recipient”) verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including without limitation, the pricing of the Services and any proposals or other documents that preceded these Terms. Confidential Information may include, but not be limited to, personal information, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning any of Owner’s past, current, or possible future programs, and any confidential information concerning Owner’s business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner’s past, current, or possible future products or methods, including information about Owner’s research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

**13.2 Treatment of Confidential Information.** Owner’s Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business “need to know”. Client shall protect the deliverables resulting from Services with the same degree of care. These Terms and Conditions impose no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of these Terms and Conditions; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure. The Company does not guarantee that Confidential Information provided to it in order for the Company to perform its support or professional services will be stored indefinitely and the Company reserves the right to purge such information from its database after one (1) year.

### 14. **INTELLECTUAL PROPERTY**

You shall not copy the Software and/or its manual(s) or any other written materials accompanying the Services. The Software and Documentation and all its intellectual property rights in the Software are and at all time shall remain the sole and exclusive property of the Company ( in accordance with the agreements signed by the Company and a third party development company) and are protected by the applicable intellectual property laws and treaties and by international copyright and intellectual property law. The Company hereby expressly reserves all rights in the Software and the Services, whether explicitly or not specifically granted to You. You hereby acknowledge, agree and accept that all rights, title and interest in the Software and Services will remain with the Company and that the Services and Software are licensed in a subscription basis and not sold to You.

The license granted to You herein does not bestow nor grant to You the right to use any trademark, service mark, trade name or any other mark of the Company or any other party or licensor. No rights or licenses are granted except as expressly and unambiguously set forth in these Terms. You are aware that any printed material or output matters from the software (such as invoice printout, email messages to customers etc...), the words "printed by Logbox" or similar words might appear. Any such print is in the sole discretion of the Company.

## 15. **WARRANTIES AND DISCLAIMER**

- 15.1 **Our Warranties.** We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with our documentation, (iii) subject to the Section “Integration with Non-Port2PortServices”, and the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (v) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section Termination for Cause and Section Refund or Payment upon Termination below.
- 15.2 **Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.
- 15.3 **Limited Warranty.** The Company hereby warrants to You that the Services will perform substantially in accordance with the specifications as may be published and modified by the Company on the Site from time to time (hereinafter: the "Specifications"). In the event that the Services do not conform with the Specifications, and if You do not promptly notify Us, the Company and its suppliers' entire liability and Your exclusive remedy shall be, at the election of the Company, either (i) the return of the price paid by You during the last three months or (b) repair of the Software so as Services shall conform with the Specifications.
- 15.4 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREBY, THE SERVICE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND/OR THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RELIABILITY NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WITHOUT DEROGATING OF THE AFOREMENTIONED, YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THE FACT THAT THE SERVICE IS PROVIDED OVER THE INTERNET AND AS SUCH YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM THAT MAY ARISE IN CONNECTION WITH OR AS A RESULT OF ANY MALFUNCTION AND/OR DEFAULT AND/OR UNSUITABILITY IN THE INTERNET AND/OR THE CONNECTIVITY OF ANY PARTIES’ DEVICES TO THE INTERNET.

## 16. **MUTUAL INDEMNIFICATION**

- 16.1 **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under “Our Warranties” above, (ii)

obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions.

- 16.2 Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.
- 16.3 Exclusive Remedy.** This Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section, after the effective date of termination

## **17. LIMITATION OF LIABILITY**

- 17.1 Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 11 (FEES AND PAYMENT FOR PURCHASED SERVICES).
- 17.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 17.3 Limitation of Liability of the Company.** IN NO EVENT SHALL THE COMPANY BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, FOR ANY (I) INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS), (II) MATTER BEYOND ITS REASONABLE CONTROL, (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS OR (IV) AMOUNT EXCEEDING 12 MONTHS OF SUBSCRIPTION FEES PAYABLE UNDER THE FORM AT ISSUE.

In the event that any court of law shall find the Company liable, You hereby agree that such liability shall be also capped to the Company's premium in accordance with any insurance policy and that all elements of the insurance plan, including but not limited to any exceptions and exclusions, will limit the Company's liability. Furthermore, You hereby acknowledge that in the event that Your claim against the Company is less than the coverage provided in the Company's insurance policy, You will be limited to the said claim



and not be entitled to receive the cap set forth in the insurance policy.

- 17.4 No liability for use.** You hereby agree that the Company shall have no liability of any kind for any use You make of the Services. You shall indemnify and hold the Company harmless from and against any claims, damages, liabilities, costs, damages, fees or expenses (including reasonable attorneys' fees) arising to Your use of the Services, including but not limited to, inter alia, a dispute between You and a third party over the terms and conditions of a contract related to the purchase/sale of any goods or services, a breach by You relating to any of the terms and conditions set forth in this Agreement, any action where you or a third party violates any law, regulation or rights of any third party, etc.
- 17.5 Release.** You hereby acknowledge and agree that the Company is not a party to any actual engagement between you and vendors and/or any other third parties. As a result, the Company has no control over the quality, safety or legality of any such agreements between You and such vendors and/or third parties. You are wholly responsible for all activities conducted through the Services. The Company cannot and does not control whether or not vendors and/or third parties will complete their services or other obligations. Further, it is not commercially reasonable for the Company to authenticate the activities of the vendors and/or third parties and as such the Company cannot and does not confirm that each vendor and/or third party is who it claims to be. You release the Company from all claims, demands and damages of every kind and nature (including, but not limited to, actual, consequential, special, punitive and incidental damages), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your relationship with the vendors and/or third parties or the services provided by the vendors or third parties or any actions or omissions of a vendor or third party. In no case will the Company be liable for any legal actions brought against you by such vendors or third parties.
- 17.6** Furthermore you acknowledge that certain information ,data and documents received in connection with the Services are supplied by third parties related to you .The Company shall have no liability to such information ,data and documents including its acceptance authenticity, use adequacy, sufficiency, or freedom from defect. You release the Company from all claims, demands and damages of every kind and nature (including, but not limited to, actual, consequential, special, punitive and incidental damages), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such information ,data ,and documents .

The above shall relate also to any information ,data and documents sent by you.

## **18. TERM AND TERMINATION**

- 18.1 Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.
- 18.2 Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified and continue for the subscription term specified therein. Except as otherwise specified in, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not

exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated as promotional or one-time.

- 18.3 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 18.4 Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 18.5 Return of Your Data.** Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 18.6 Surviving Provisions.** Section 11 (Fees and Payment for Purchased Services), 12 (Proprietary Rights), 13 (Confidentiality), 15 (Disclaimer), 16 (Mutual Indemnification), 17 (Limitation of Liability), 18.3 (Refund or Payment upon Termination), 18.5 (Return of Your Data), 19.2 (Governing Law and Jurisdiction) and 20 (General Provisions) shall survive any termination or expiration of this Agreement.

## **19. NOTICES, GOVERNING LAW AND JURISDICTION**

- 19.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 19.2 Agreement to Governing Law and Jurisdiction.** This Agreement and all disputes arising from or relating to the interpretation thereof shall be governed by the laws of Israel. The competent courts of Tel Aviv shall have exclusive jurisdiction over any dispute that may arise under this Agreement.

## **20. GENERAL PROVISIONS**

- 20.1 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 20.2 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 20.3 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law,

and the remaining provisions of this Agreement shall remain in effect.

- 20.4 Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section \_\_\_\_ (Invoicing and Payment).
- 20.5 Privacy Policy.** Logbox has a privacy policy published on the Site which may be updated from time to time. You shall be bound by the terms of such policy. In the event of a conflict or disagreement between the Privacy Policy and these Terms, these Terms will prevail.
- 20.6 Security Page.** Logbox has a security page published on the Site which may be updated from time to time. You shall be bound by the terms of this page. In the event of a conflict or disagreement between the Security page and these Terms, these Terms will prevail.
- 20.7 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 20.8 Entire Agreement.** This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto, the terms of such exhibit, addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void .
- 20.9** The Services are intended for legal entities and individuals aged 18 years or older .

**Last updated on 18.5.2016**