General Terms and conditions for professional services

The terms herein shall apply with respect to Comm-IT technology solutions ltd or other engaging subsidiary as the case may be ("**Service Provider**" or "**Commit**") supply and delivery of its professional services. "**Customer**" or "**Company**" shall have the meaning set forth in applicable proposal, agreement or other commercial terms agreed between the Parties (Hereinafter the "**Commercial Engagement Documents"** or "**CED**").

1. **Scope of Services.** Service Provider shall render the Company with the professional described in the Commercial Engagement Documents applicable between the parties include the nature, scope, pricing included therein ("**Services**") or as shall be included in any future CEDs executed from time to time by the Parties. Customer and Service Provider shall review the status and the progress of the provision of the Services, Statement(s) of Work, Change Orders, invoices and estimates, milestones, as well as the consumption of the CED's budget, on a monthly basis.

1.1. **Service Provider representations.** Service Provider represents as follows: (i) The execution and delivery of this Agreement, and the performance of the Services will not constitute a default, violation or breach of law or be in conflict in any way with any agreement, obligation, undertaking or commitment to which the Service Provider is a party or by which it is bound (ii) Service Provider shall not without proper license or authorization use or exploit, during or in connection with the engagement hereunder and in relation to the Services, any proprietary or confidential information, including any intellectual property, inventions, trade secrets or know how, of any third party, nor shall Service provider use or exploit in connection to the Services any code or computer program which is subject to a license requiring, as a condition of use, modification, or distribution of the software code, that the software code or other software code combined or distributed with it be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; (c) redistributable at no charge; or (d) require the consent of a third party (iii) Services shall be performed by individuals with the requisite knowledge, skills, training, qualifications and experience required to perform the Services.

1.2. **Customer representations.** Customer represents and warrants that (i) the execution and delivery of this Agreement, and the performance of the Services will not constitute a default, violation or breach of law or be in conflict in any way with any agreement, obligation, undertaking or commitment to which the Customer is a party or by which it is bound (ii) there may be instances in which Service Provider will be unable to perform the Services without assistance from Customer. Consequently, Customer will provide to Service Provider, in a timely manner, resources as specified in the applicable CED, including connectivity support, documentation, knowledge base, hardware, software, support personnel and trainers, to the extent these were specified in the CED or as reasonably required, to enable Service Provider to perform the Services. Customer acknowledges and agrees that Service Provider is relying on the accuracy of the written information and directions supplied by Customer, and other requirements specified by Customer in writing (cumulatively, the "**Customer Instructions**"), to perform the Services. Service Provider shall (i) be entitled to rely on and act in accordance with the Customer Instructions, (ii) not incur any liability for claims, losses or damages that arise as a result of Service Provider's compliance with the Customer Instructions and (iii) be entitled to payment for its performance, and be excused from its poor performance or non-performance of the Services to the extent Service Provider's performance is predominantly affected by such inaccurate Customer Instructions supplied by.

2. **Services and Fees and Expenses.** Customer shall be responsible for all Service Fees as identified in the applicable CEDs (and Change Orders, as applicable) as those Services are provided. Prices are exclusive of value added taxes, with such taxes being added. Tax and VAT if applicable will be charged separately and required to be added to all payments based on the prices herein.

3. **Term and Termination.** This Agreement shall come into force upon the execution hereof, and be in effect until the **earlier** of: (i) termination of this Agreement pursuant to the terms herein; or (ii) completion of the Services, subject to the Service Provider's obligations under proposal. Notwithstanding the above, (i) Either party may terminate the Agreement and the CED at any time by giving the other party at least 30 days prior written notice. In such event, Customer shall pay the Service Provider payments for Services provided up until the date of termination.

4. Proprietary Rights: Confidential Information.

4.1. Service Provider acknowledges and agrees that any work of authorship comprising Intellectual Property that is a product of the Services herein delivered or due to be delivered to Customer, shall be subject to the payment of the fees due and payable herein deemed to be a "Work Made for Hire," to the extent permitted by applicable law and shall be exclusively owned by the Customer. To the extent that any such work of authorship may not be deemed to be a Work Made for Hire, Service Provider hereby subject to the payment of the fees due and payable herein irrevocably assigns all ownership rights in and to such work product to Customer. If any such work of authorship cannot be assigned, Service Provider hereby grants to Customer an exclusive, assignable, irrevocable, perpetual, worldwide, sub-licensable (through one or multiple tiers), royalty-free, unlimited license to use, copy, reproduce, distribute, modify, adapt, alter, translate, improve, create derivative works of, practice, publicly perform, publicly display and digitally perform and display

such work product in any media now known or hereafter known. For the purposes of this Section 4, “Intellectual Property” means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice) and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) mask works and all applications, registrations, and renewals in connection therewith.

4.2. In this Agreement "Confidential Information” means all nonpublic information concerning or owned by Disclosing Party including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as but not limited to: (a) all intellectual property, including but not limited to patents and patent applications, and trade secrets; (b) financial information or personnel matters relating to products, employees, investors or business; (c) technical information, including research, procedures, processes, specifications, designs, development, data and know-how; (d) business information, including operations, planning, marketing interests, products (including product formulations and test data), and client and distributor lists; (e) the terms of any agreement to which Disclosing Party is a party (f) Licensee’s Data as defined in Exhibit B, or any other information in relation to the Services; All such Confidential Information must be marked as “confidential” or "proprietary" or similarly. Confidential Information shall exclude any information if: (a) available or becomes available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

4.3. Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the prior express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those Service Provider or Customer, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party’s rights under this Agreement, and only to the extent required for the purpose of providing the Services.

4.4. Compelled Disclosure of Confidential Information. If Service Provider or any of its representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, or any other information concerning disclosing party, its subsidiaries or affiliates, Service Provider shall unless prohibited or restricted as a matter of law, provide Customer with prompt notice of such request or requirement, upon receipt thereof Customer may in order to enable Customer (a) to seek an appropriate protective order or other remedy, (b) to consult with Service Provider with respect to disclosing party’s taking steps to resist or narrow the scope of such request or legal process or (c) to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or Customer waives compliance, in whole or in part, with the terms of this Agreement, Service Provider or its Representatives, as the case may be, shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which Service Provider is advised by legal counsel is legally required to be disclosed and exercise its commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information so disclosed. In any case, Licensee’s Data shall not be disclosed, unless an explicit Court’s order or order is issued by other competent authority has been given.

4.5. Section 6.4. above shall remain in effect for the duration of the Services and for 5 years thereafter without derogating from any other protection granted to a disclosing party pursuant to applicable laws such as trade secrets laws.

5. **Warranties and warranty disclaimers.** Service Provider warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices in compliance with the tasks included in the applicable CED. Service provider does not and this Agreement shall not be construed as a promise or guarantee about the successful outcome of the Services to be provided under this Agreement. The Services are provided “as is”. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER DOES NOT MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES,

INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. **Liability.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL **PURPOSE**. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. EACH PARTY'S TOTAL LIABILITY HEREUNDER TO THE OTHER PARTY AND ITS AFFILIATES, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY) WILL BE LIMITED TO (A) THE SUM OF FEES PAID BY COMPANY UNDER THE RELEVANT CED FOR SIX (6) MONTHS PRIOR TO THE MONTH IN WHICH THE MOST RECENT EVENT GIVING RISE TO LIABILITY OCCURRED OR (B) IF SUCH EVENT OCCURS DURING THE FIRST SIX (6) MONTHS OF THE TERM, SIX (6) TIMES THE AVERAGE MONTHLY FEES PAID BY COMPANY UNDER SUCH CED. THE FOREGOING LIMITATION SHALL NOT APPLY TO COMPANY'S PAYMENT OBLIGATIONS FOR SERVICES PROVIDED OR OTHER FEES, COSTS OR CHARGES DULY INCURRED PURSUANT TO THE AGREEMENT. FOR PURPOSES OF CLARIFICATION, THE FOREGOING LIMITATIONS OF LIABILITY ARE AN AGGREGATE LIMITATION OF EACH PARTY'S LIABILITY UNDER THIS AGREEMENT OR THE RESPECTIVE CED (AS THE CASE MAY BE). EACH PARTY SHALL USE APPROPRIATE EFFORTS TO MITIGATE ITS DAMAGES WITHIN ITS REASONABLE CONTROL AND CONSISTENT WITH THE PARTIES' RESPECTIVE PERFORMANCE OBLIGATIONS UNDER THE AGREEMENT. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 WILL NOT APPLY WITH RESPECT TO THE FOLLOWING: (I) DAMAGES OCCASIONED BY THE WILLFUL MISCONDUCT OF A PARTY; (II) DEATH OR BODILY INJURY OF ANY PERSON CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY; (III) DAMAGES WITH RESPECT TO A BREACH OF SECTION 4 ABOVE.

7. **General Provisions. Relationship of the Parties.** The relationship of Service Provider vis-à-vis Customer is that of an independent contractor. Personnel of both parties are neither agents nor employees of the other party for tax purposes or any other purpose whatsoever and are not entitled to any employee benefits of the other party. From the Effective Date and for twelve (12) months following the date of termination hereof, neither Party will, directly or indirectly, solicit or encourage, any person who is an employee, consultant, advisor or contractor, of the other Party to cease, terminate or alter its employment, work or engagement with the other Party. The validity of this Agreement and the rights, obligations and relations of the Parties hereunder shall be construed and determined under and in accordance with the laws of the state of Israel without regard to its conflict of law rules. Any claim related to this Agreement will be brought exclusively in the state courts located in Tel Aviv or central district Israel. This Agreement, any CEDs attaching hereto, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing Services to Customer. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent. not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.