

Terms and Conditions

These terms and conditions (the “**Agreement**”) constitute a binding contract between Lynx MD Ltd. (“**Lynx**”, “**we**”, “**us**”, “**our**”), and you, the user accessing Lynx’s Service (“**User**” or “**Data Consumer**”).

1. Definitions

- 1.1. “**Accepted PO**” means, where applicable, a purchase order document that User’s organization has accepted or signed (if any), specifying, among others, the User’s details, the Fees, and payment terms applicable to this Agreement, and where applicable also the Service enrollment plan and subscription cycle applicable to the User, and the usage metrics, parameters, and limitations for the User’s use of the Service. Such Accepted PO, if signed, is incorporated by reference to this Agreement, it is subject to the Agreement and constitutes an integral part of it.
- 1.2. “**Confidential Information**” means any information disclosed by one party (“**Disclosing Party**”) to the other (“**Receiving Party**”) regarding past, present, or future marketing and business plans, customer lists, lists of prospective customers, technical, financial or other proprietary or confidential information of the Disclosing Party, formulae, concepts, discoveries, data, designs, ideas, inventions, methods, models, research plans, procedures, designs, formulations, processes, specifications and techniques, prototypes, samples, analyses, computer programs, trade secrets, methodologies, techniques, non-published patent applications, Input and Output (as such terms are defined below) and any other data or information, as well as improvements and know-how related thereto.
- 1.3. “**Data Protection Law**” means (a) with respect to Medical Data subject to the laws of the United States: the U.S. federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (“**HITECH**”), and related regulations promulgated by the Secretary of the Department of Health and Human Services or his or her designee; and (b) with respect to Medical Data subject to the laws of the State of Israel: the Israeli Protection of Privacy Law, regulations promulgated thereunder and binding guidelines of the Israeli Privacy Protection Authority, the Israeli Patient’s Rights Law, and the directives and applicable circulars issued by the Israeli Ministry of Health relating to secondary use of Medical Data for research purposes.
- 1.4. “**Data Provider**” means an entity that makes De-Identified Medical Data available to User through the Service.
- 1.5. “**Data Provider Agreement**” means an agreement executed by and between the User and the Data Provider, pursuant to which Medical Data or De-Identified Medical Data will be availed to the User through the Service.
- 1.6. “**De-Identify**” (and its cognate terms) means (a) with respect to Medical Data subject to the laws of the United States: to de-identify in accordance with 45 C.F.R. § 164.514(b); and (b) with respect to Medical Data subject to the laws of the State of Israel: to de-identify in accordance with the applicable circulars issued by the Israeli Ministry of Health relating to secondary use of Medical Data for research purposes, as amended or superseded.
- 1.7. “**Documentation**” means the manuals, technical guide, and publication, relating to the Service and issued by Lynx, all of which shall be consistent with and subject to the terms of this Agreement.
- 1.8. “**Feedback**” means information or content concerning enhancements, changes, or additions to the Service, or other Lynx offerings, that are requested, desired, or suggested by the User.
- 1.9. “**Fees**” the amount due and payable by the User to Lynx as specified in the Accepted PO, if signed.
- 1.10. “**Input**” means any content, information, code, and data (including, but not limited to, Medical Data) uploaded by User or any third party on its behalf, to the Service.

- 1.11. **"Intellectual Property Rights"** means all rights under the laws of any jurisdiction in the world with respect to patent, copyrights, trademark rights and know-how, and any and all other intellectual property rights, including, without limitation, designs, ideas, concepts, inventions, innovations, original works of authorship, formulas, algorithms, computer code, concepts, techniques, methods, systems, processes, compositions of matter, materials and trade secrets; each of the above whether or not patentable, copyrightable or protectable as trade secrets, irrespective of whether it has been registered in a patent, copyright, trademark or other form, and irrespective of whether it constitutes a commercial or trade secret.
 - 1.12. **"Medical Data"** means health information relating to an identifiable individual (including, where subject to the laws of the United States, that protected health information as defined by HIPAA and 45 C.F.R. § 160.103; and where subject to the laws of Israel, as such term is defined in the Patient's Rights Law, 5756 - 1996), together with and any other medical data and information directly or indirectly relating to an identifiable individual's medical condition or medical treatment, clinical records such as medication, diagnoses and other treatment entries, imaging and genetic data, logistics and financial records relating to treatment, payment for treatment, and information about the individual's behavior which can impact their medical condition or the treatment given to them.
 - 1.13. **"Output"** means any subset or derivative of the Input, and De-Identified information that is created by the Service or by a Data Provider and made available to the User through the Service.
 - 1.14. **"Service"** means Lynx's proprietary cloud-based software-as-a-service solution, enabling to upload Inputs and access Outputs, including without limitation any computer software, algorithms whether in source code and/or object code, scripts, APIs, and any derivatives, enhancements, and modifications thereto and/or improvements thereon and any Intellectual Property Rights therein.
 - 1.15. **"Service Data"** means statistical or aggregated information about User's use of the Service, performance of the Service, its compatibility and interoperability. Service Data expressly excludes any Input and Output.
 - 1.16. **"Term"** means the period of this Agreement as specified in Section 11 below.
2. **Interpretation.** The following order of precedence shall apply to the documents signed by the User and Lynx:
- 2.1.1. This Agreement;
 - 2.1.2. Accepted PO (if signed); and
 - 2.1.3. Documentation.

3. Access to the Service

- 3.1. Subject to the provisions of this Agreement, Lynx grants the User access to use the Service (including by way of the User uploading Input for processing and use on the Service), and to access and use the Output, during the Term, strictly for the purposes permitted under the Data Provider Agreement, or if no Data Provider Agreement is in place regarding the Output, then, subject to applicable law, for commercially oriented, scientific-oriented, or academic-oriented research purposes.
- 3.2. The User authorizes Lynx to process the Input provided by User, solely for the purpose of operating and providing the Service to the User as specified in section 3.1 above.
- 3.3. Users shall use the Service in accordance with the Documentation.
- 3.4. The Service includes certain open-source code software and materials (as may be listed in the Documentation and updated from time to time (**"Open Source Software"**)), that are subject to their respective open-source licenses (**"Open Source Licenses"**). Such Open Source Licenses contain a list of conditions with respect to warranty, copyright policy and other provisions. Lynx warrants and

represents that nothing in the Open Source Licenses restricts or otherwise prevents granting the User the rights to access and use the Service, Input, and the Output pursuant to this Agreement.

- 3.5. The User and Lynx recognize that subsequent to User's research based on the Output, the User may need to provide a copy of the specific data segment it has used in the research, to regulatory authorities, for example, in connection with the User's application for regulatory certification or approval of a pharmaceutical drug or medical device. To facilitate the foregoing, Lynx will provide the Data Provider with the information necessary to enable the Data Provider to identify the original, specific data segment from which the Output originated, so that the Data Provider may, if it elects, retain the correct copy of the original, specific data segment.

4. Restrictions

4.1. The User shall not:

- 4.1.1. Transfer or assign the access to the Service or any part thereof to any third party, with or without consideration;
- 4.1.2. remove, or in any manner alter, any product identification, proprietary, trademark, copyright or other notices contained in the Service;
- 4.1.3. interfere with, or disrupt the Service's functionality;
- 4.1.4. work around any technical limitations of the Service;
- 4.1.5. knowingly breach the security of the Service; identify, probe, or scan any security vulnerabilities in the Service;
- 4.1.6. use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
- 4.1.7. knowingly send any virus, worm, Trojan horse or other malicious or harmful code or attachment;
- 4.1.8. use robots, crawlers and similar applications to scrape, harvest, collect or compile content from or through the Service.
- 4.1.9. Attempt to re-identify the De-Identified Output;
- 4.1.10. decompile, disseminate, disassemble, recreate, generate, reverse assemble, reverse compile, reverse engineer, or otherwise attempt to identify the underlying source code of the Service; or
- 4.1.11. use the Service in order to develop, or create, or permit others to develop or create a product or service similar or competitive to the Service.

- 4.2. Without prejudice to any other right Lynx has under the Agreement or under law, Lynx may employ technological measures to detect and prevent fraudulent or unauthorized use of the Service. Lynx may suspend the User's use of the Service following notice to the User and discussion in good-faith with the Data Provider (if a Data Provider Agreement is in place) and the User, if Lynx reasonably believes that the User's continued use of the Service is fraudulent or unauthorized.

5. Representations and Obligations

- 5.1. Lynx and the User each represent and warrant that they have the full corporate or personal power and authority to enter into and perform this Agreement and have taken all necessary action to authorize the entry into and performance of this Agreement.
- 5.2. The User represents and warrants that it has the full power and authority to upload the Input it uploads to the Service for processing and use in accordance with Section 3.2, and that the foregoing does not constitute a default under, or breach of, any agreement, undertaking or other instrument which the User is bound by.

- 5.3. Lynx and the User shall comply with all applicable laws in the performance of their respective duties and obligations under this Agreement. In particular, the User shall comply with all applicable laws with respect to the upload of the Input to the Service for processing and use in accordance with Section 3.2. User shall obtain and maintain during the term of the Agreement, all necessary approvals, permissions, and authorization required under applicable law and Data Protection Law (if at all required) for the upload of the Input for processing and use in accordance with Section 3.2.
- 5.4. To facilitate Lynx's proper provision of the Service, the User shall provide Lynx and its personnel with such cooperation and information as reasonably requested by Lynx.
- 5.5. The User is exclusively responsible for maintaining the security of its own internal network and safeguarding it from unauthorized access. The User's access to the Service is authenticated by a username and password, or by other means authentication Lynx may establish from time to time. The User is responsible for maintaining the confidentiality of their credentials.
- 5.6. The User assumes the exclusive responsibility for all activities that it, or others on its behalf conduct through the Service, and for all consequences resulting from such activities or actions.
- 5.7. Lynx will implement security measures in connection with the Service, which are designed to safeguard the Input and the Output. For information on Lynx's privacy practices, the security measures it takes and how it is committed to protecting Medical Data, Input and Output within the Service, please review this document [\[LINK\]](#).

6. Service Data

- 6.1. User acknowledges and agrees that Lynx will handle and use (by itself or by using trusted third-party service providers) the Service Data as follows:
- 6.1.1. To provide the Service to User, conduct administrative and technical activities necessary to maintain and provide the Service and to improve and customize the Service;
 - 6.1.2. To conduct analysis or generate metrics related to the Service;
 - 6.1.3. For commercial and marketing purposes, publication of case studies and white papers regarding the Service itself (only in a form not identifying the User and not disclosing the Input or Output);
 - 6.1.4. To bill and collect fees (if applicable), to enforce this Agreement, and to take any action in any case of dispute or legal proceeding of any kind involving User with respect to this Agreement;
 - 6.1.5. To prevent fraud, misappropriation, infringements, and other illegal activities and misuse of the Service;
 - 6.1.6. To develop new products and services, and for research and testing, provided that no information identifying the User is publicly shared and that the Input and Output are not used.
- 6.2. The User will not be entitled to any remuneration from Lynx for the foregoing uses.

7. Intellectual Property

- 7.1. Lynx acknowledges and agrees that, as between Lynx and the User, the User is the sole and exclusive owner of the Input the User has uploaded to the Service.
- 7.2. User may provide Lynx with Feedback, including information pertaining to bugs, errors and malfunctions of the Service, performance of the Service, content and accuracy of the Service, the Service's compatibility and interoperability, and information or content concerning enhancements, changes, or additions to the Service that User requests, desires, or suggests. User gives Lynx the full

and free-of-charge rights to use such Feedback, including the right to make commercial use thereof, for any purpose Lynx deems appropriate.

- 7.3. The Service itself is a proprietary offering of Lynx, protected under copyright laws and international copyright treaties, patent law, trade secret law and other intellectual property rights of general applicability. The Service is offered to the User for use and access only in accordance with the terms of this Agreement and is not sold in any way.
- 7.4. All rights, title, and interest, including copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Service, or any part thereof, including computer code, graphic design, layout and the user interfaces of the Service, (but excluding the Input and the Output) whether or not based on or resulting from Feedback, are and will remain at all times, owned by, or licensed, to Lynx.
- 7.5. Subject to User's prior written consent, Lynx may identify User as a User and indicate User as a user on its website and in other online or offline marketing materials and press releases. Where the User grants its consent pursuant to the foregoing, the User thereby also grants Lynx a worldwide, non-exclusive, non-transferable, royalty-free, and free of charge, license, to use User's name, logo, and website URL on its website and in other online or offline marketing materials relating to the Service. Lynx will use this content strictly in accordance with any usage guidelines provided by the User in advance.
- 7.6. In the event that the Service is found to be infringing Intellectual Property Rights of third parties, or if Lynx, based on the advice of competent IP litigator, believes the Service is likely to be found to be infringing Intellectual Property Rights of third parties, as a result of which Lynx is prohibited from operating the Service, Lynx shall, at its own choice and expense: (i) Modify or substitute the Service so that it is no longer infringing but retain substantially similar features and functionality; (ii) Obtain any required license or right that would enable it to fulfill its obligations and provide the services under this Agreement; or (iii) if Lynx is unable to perform sub-section (i) and despite its best commercial efforts, is unable to obtain the license or right (as the case may be) under sub-section (ii) under commercially reasonable terms, Lynx may terminate this Agreement subject to a reasonable prior notice in writing to the Data Provider (where a Data Provider Agreement is in effect covering the User) and to the User, and such termination shall be without liability to the User.

8. Confidentiality

- 8.1. Each party to this Agreement must hold any Confidential Information in confidence using the same degree of care, but in no case less than a reasonable degree of care, that it uses to prevent the unauthorized dissemination or publication of its own confidential information.
- 8.2. A Receiving Party may use Confidential Information only for the purpose of (i) performing the Data Provider Agreement; and (ii) performing or enforcing this Agreement. A Receiving Party may disclose Confidential Information only to third parties who need to know the information for the purpose of performing or enforcing this Agreement, and who are bound by appropriate confidentiality and restricted-use obligations regarding that Confidential Information.
- 8.3. The obligations regarding Confidential Information shall not apply to information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on Receiving Party's part; (ii) Receiving Party can demonstrate in its prior established records to have had rightfully in Receiving Party's possession prior to disclosure of the same by the Disclosing Party; (iii) Receiving Party can demonstrate by written records that it had rightfully obtained the same from a third party who has the right to transfer or disclose it, without default or breach of confidentiality obligations; (iv) Disclosing Party has provided its prior written approval for disclosure; or (v) Receiving

Party is required to disclose pursuant to a binding order or request by court or other governmental authority, or a binding provision of applicable law, provided that, to the extent permissible, Receiving Party provide the Disclosing Party notice of the requested disclosure as soon as practicable, to allow the Disclosing Party, if it so chooses, to seek an appropriate protective or preventive order.

9. Technical Support; Availability

- 9.1. During the Term, Lynx, either directly or with the assistance of third parties, will provide User technical support for technical issues regarding the Service, in accordance with Lynx's SLA separately agreed between Lynx and the Data Provider and conveyed to the User ("**SLA**"). Where Lynx and a Data Provider have agreed to an SLA applicable to the User, that SLA shall control. For the purpose of the provision of technical support for the User's technical questions, problems and inquiries, the User will cooperate, and work closely with Lynx, to reproduce malfunctions, including conducting diagnostic or troubleshooting activities, as Lynx reasonably requests.
- 9.2. Lynx may suspend the Service for planned maintenance work ('Planned Maintenance') or for rectifying critical outages ('Unplanned Maintenance'). In relation to Planned Maintenance, Lynx shall provide the User at least 14 calendar days' prior notice stating the scope, time, and duration of the Planned Maintenance. In relation to Unplanned Maintenance, Lynx shall endeavor to provide the User with such advance notice as is reasonably practicable in the circumstances.

10. Payments

- 10.1. If an Accepted PO has been signed, then in consideration of the Service, the User will pay Lynx the fees specified in the Accepted PO according to the payment schemes, payment terms and payment cycles specified therein.
- 10.2. User's failure to settle any overdue fee within thirty (30) calendar days of its original due date constitutes a material breach of this Agreement and, without limiting any remedies available to Lynx, Lynx may: (i) terminate this Agreement in accordance with, and subject to, the procedure set forth in Section 11.2.2 below; or (ii) suspend performance of or access to the Service, following notice to the User and discussion in good-faith with the Data Provider (if a Data Provider Agreement is in place), until payment is made current. Late payments shall bear interest at the rate of six percent (6%) per annum. User will reimburse Lynx for all legal costs and attorney fees Lynx incurs in the course of collecting User's overdue fees.
- 10.3. All Fees due to Lynx are quoted in US Dollars and, if an Accepted PO has been signed, the User shall pay Lynx in US Dollars, unless stated differently in the Accepted PO. Fees are payable by the methods indicated in the Accepted PO. Lynx may, from time to time, and without specific notice to User, add additional payment methods to the then-current payment methods, or cease to use previously supported payment methods. User represents and warrants that it is lawfully permitted to use the selected payment method in connection with the Service. Lynx may require additional information from User before completing payment transactions. User must keep the billing information it provides to Lynx current, complete, and accurate, and notify Lynx promptly in case of any change in User's billing information. By providing any credit card, online account or bank information, User authorizes Lynx to automatically charge or debit the selected payment method for the full amount due on a recurring basis (if applicable) until User notifies us in writing with an alternative, authorized payment method. User must ensure that it has sufficient funds or credit (as applicable) associated with the selected method of payment. User understands that the amounts charged or debited may vary and that this authorization will remain in effect until the expiration or termination of this Agreement. If a payment is returned from a bank account for insufficient or

uncollected funds or erroneous information, Lynx may reinitiate the returned debit to the applicable bank account.

- 10.4. If an Accepted PO has been signed, Lynx may update the Fees applicable to the Accepted PO by prior written notice to the User of at least 30 days, and only where: (a) such an update is necessary due to increased third-party costs (e.g., cloud service provider costs), or (b) such an update is done not more than once annually as a reasonably limited increase in non-third party costs (provided that where no Fees other than third-party costs apply in the first place, Lynx will not introduce non-third party costs).
- 10.5. Payment may be processed and handled through relevant third-party payment processors. Any payments processed through third party payment processors are therefore subject not only to this Agreement, but also the terms and conditions of the applicable third-party payment processor pursuant to User's agreement with them. User acknowledges that such third-party payment processors may charge commission from the User. Lynx is not responsible for such commission, which is strictly between User and the relevant payment processor. Fees that Lynx is unable to charge through the payment method User provided is deemed an overdue fee.
- 10.6. If an Accepted PO has been signed, then unless stated differently in the Accepted PO, Fees due to Lynx are exclusive of any VAT, withholding tax or other governmental charges or transaction charges. User shall bear all such taxes and charges, excluding taxes based solely on Lynx's net income.

11. Term and Termination

- 11.1. If an Accepted PO has been signed, then this Agreement will be in effect for the period or subscription cycle specified in the Accepted PO, and unless specified differently in the Accepted PO, it shall renew automatically for indefinite successive periods of equal length unless the User notifies Lynx in writing of the User's desire not to renew the subscription at least 10 days before the end of the then-current cycle (the "**Term**"). Notwithstanding the foregoing, where a Data Provider Agreement is in effect covering the User, the Term shall mean the term of the Data Provider Agreement.
- 11.2. Notwithstanding the above:
 - 11.2.1. Lynx may terminate this Agreement for convenience upon 90 days prior written notice to User, but if a Data Provider Agreement is in effect, Lynx will not terminate this Agreement for convenience so long as that Data Provider Agreement continues.
 - 11.2.2. Either party may terminate this Agreement in the event of a breach of this Agreement by the other party, where the breach remains uncured for thirty (30) days (in case of a material breach) or forty-five (45) days (in case of non-material breach) following written notice thereof from the non-breaching party to the breaching party (and, in the event of breach by the User, a corresponding notice to the Data Provider where a Data Provider Agreement is in effect covering the User), but if a breach is of a nature that cannot be cured, then the non-breaching party may terminate the Agreement following a seven (7) days' notice to the other party (and, in the event of breach by the User, a corresponding notice to the Data Provider where a Data Provider Agreement is in effect covering the User); the foregoing notwithstanding, neither party shall terminate the Agreement without attempting, (together with the Data Provider where a Data Provider Agreement is in effect covering the User), to resolve the dispute between the parties in an amicable manner.
 - 11.2.3. Either party may terminate this Agreement if it is required to do so by law;

11.2.4. Either party may terminate this Agreement if the other party becomes or is declared insolvent or bankrupt, is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which proceedings are not dismissed within sixty (60) days of their commencement, makes an assignment for the benefit of creditors, or takes or is subject to any such other comparable action in any relevant jurisdiction.

11.3. Following termination of this Agreement:

11.3.1. User's access to and use of the Service will be terminated (and any associated data that remains be deleted), 30 days from such termination (such period shall be referred to hereinafter as the "**Additional Access Period**"). During the Additional Access Period, Lynx will enable the User ordinary access to the Service in order to retrieve its data from the Service, and shall enable the User to (i) uninstall any program/software/code/algorithm/etc. that the User installed on the Service; and (ii) retrieve any data, subject to the provisions of Section 11.3.2 below. To dispel any doubt, User shall pay Lynx for the Additional Access Period at the same rates of Lynx which apply to the User at the time of termination.

11.3.2. Within 5 calendar days of User's discretion and instruction, Lynx will: (a) return to User or delete all of the User's Input that the User uploaded to the Service and the Output resulting from that Input; and (b) at the joint and consistent instructions of the respective Data Provider and User, return or delete Input or Output stored on the Service which co-mingles the Data Provider's Input with that User's Input.

11.3.3. Lynx will charge User for all then-outstanding Fees (if any).

11.4. The following sections of this Agreement will survive termination: 3.5, 6, 7, 10, and 12-15.

12. Limitation on Liability

12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF INTENTIONAL MISCONDUCT OR INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY, A PARTY, INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON ITS BEHALF, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, STATUTORY OR PUNITIVE DAMAGES, LOSSES (INCLUDING LOSS OF PROFIT, LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY ARISING FROM, OR IN CONNECTION, WITH THIS AGREEMENT, ANY USE OF, OR THE INABILITY TO USE THE SERVICE, THE OUTPUT DATA, ANY RELIANCE UPON THE OUTPUT DATA OR ANY ERROR, INCOMPLETENESS, INCORRECTNESS OR INACCURACY OF THE SERVICE, OR THE OUTPUT DATA.

12.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF INTENTIONAL MISCONDUCT, FRAUD OR INFRINGEMENT OF ONE PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY, OR A BREACH OF SECTION 8 (CONFIDENTIALITY), OR USER'S PAYMENT OBLIGATIONS TO LYNX PURSUANT TO SECTION 10, THE TOTAL AND AGGREGATE LIABILITY OF A PARTY (INCLUDING ITS RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON ITS BEHALF), FOR: (A) DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE, SHALL BE LIMITED TO THE FEES THE USER HAS PAID TO LYNX FOR THE SERVICE IN THE 12 MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM; (B) BREACH OF SECTIONS 5 OR 8, OR THE INDEMNIFICATION OBLIGATIONS SET

FORTH IN SECTION 13, SHALL BE CAPPED AT A TOTAL AND AGGREGATE OF ONE MILLION US DOLLARS.

13. Indemnification

- 13.1. The User and Lynx each agree to indemnify and hold harmless the other party and its directors, officers, employees, and subcontractors, from and against all claims, losses, costs, demands, causes of action, liabilities, expenses (including reasonable legal costs) and suits of whatsoever kind or nature made or brought by any third party to the extent it is based on: (a) the indemnifying party's breach of its obligations under Sections 5 above; or (b) an allegation that the Service infringes the Intellectual Property Rights of a third party (excluding a claim alleging that the Service infringes the Intellectual Property Rights of a third party when the User uses the Service in breach of this Agreement).
- 13.2. The indemnified party shall promptly notify the indemnifying party in writing of any claim for which it seeks indemnification hereunder; provided that the failure to provide such notice shall not relieve the indemnifying party of its indemnification obligations hereunder except to the extent of any material prejudice directly resulting from such failure. The indemnifying party shall bear full responsibility for, and shall have the right to solely control, the defense (including any settlements) of any such claim; provided, however, that (a) the indemnifying party shall keep the indemnified party informed of, and consult with the indemnified party in connection with the progress of such litigation or settlement and (b) the indemnifying party shall not have any right, without the indemnified party's written consent (which consent shall not be unreasonably withheld), to settle any such claim in a manner that does not unconditionally release the indemnified party. At the indemnifying party's request, the indemnified party will provide reasonable cooperation with respect to any defense or settlement.

14. Governing Law and Jurisdiction

- 14.1. Regardless of User's jurisdiction of incorporation, the jurisdiction where it engages in business or accesses the Service from, this Agreement and User's use of the Service will be exclusively governed by and construed in accordance with the laws of the State of Israel. Any dispute relating to this Agreement, or the Service shall be under the sole jurisdiction and venue of the competent courts located in the Tel Aviv district in Israel.
- 14.2. Notwithstanding the foregoing, a party may lodge a claim against the other party: (a) pursuant to the indemnity clause above, in any court adjudicating a third-party claim against the other party; and (b) for interim, emergency, or injunctive relief in any other court having general jurisdiction over the other party.

15. Miscellaneous

- 15.1. **Assignment.** Except as set forth below, neither party may assign this Agreement without obtaining the other's prior written consent. Except as set forth below, any purported assignment without both parties' prior written consent is void. Either party may assign this Agreement in its entirety, including all rights, duties, liabilities, performances, and obligations herein, upon notice to the other party and without obtaining the other party's further specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of the assigning party's equity or assets. By virtue of such assignment, the assignee assumes the assignor's stead, including all rights,

duties, liabilities, performances, and obligations hereunder, and assignor shall be released therefrom.

- 15.2. **Relationship of the Parties.** The relationship between the parties hereto is strictly that of independent contractors, and neither Party is an agent, partner, joint venture, or employee of the other.
- 15.3. **Subcontracting.** Lynx may subcontract or delegate the performance of its obligations under this Agreement, or the provision of the Service (or any part thereof), to any third party of its choosing, provided, however, that it remains liable to User for the performance of its obligations under this Agreement.
- 15.4. **Complete Terms and Severability.** This Agreement constitutes the entire and complete agreement between the parties concerning the subject matter herein and supersedes all prior oral or written statements, understandings, negotiations, and representations with respect to the subject matter herein. If any provision of this Agreement is held invalid or unenforceable, that provision shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions will remain in full force and effect. This Agreement may be modified or amended only in writing, signed by the duly authorized representatives of both parties.
- 15.5. **No Waiver.** Neither party will, by the mere lapse of time, without giving express notice thereof, be deemed to have waived any breach, by the other party, of any terms or provisions of this Agreement. The waiver, by either party, of any such breach, will not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.