

Cloud Computing and Web Services General Terms and Conditions

1 Definitions

In this agreement:

- **"The company"** – SC Conol Grup S.R.L.;
- **"The customer"** – the receiver of services from the company;
- **"The service order"** – the customer's request for service, including a description of the service package in the company's website.
- **"Internet license"** – a special license to provide internet services, given to the company by the Minister of Communications.
- **"Program"** – a service offered by the company that can and will include several packages.
- **"Package"** – a service that is offered during the commitment period, equal to the number of months included in the program. Packages usually include the following periods: 1 month, 6 months, 12 months, 18 months, 42 months, and 36 months.
- **"Subscription fee"** – the payment specified in the package/order, which the customer would be charged for each month, or part thereof.
- **"Cancellation fee"** - the sum with which the customer would be charged for disconnection before the end of the commitment period specified in the package. This excludes the 1- month package, which does not carry a cancellation fee.

2 The Agreement

- 2.1** These general terms and conditions (hereafter referred to as “the terms”), together with the service order, constitute an agreement between the customer and the company (hereafter referred to as “the agreement”).
- 2.2** In case the terms in the service order are different from those detailed below, the terms stipulated in the service order will apply.
- 2.3** The agreement, as mentioned above, is the only binding agreement between the parties. The company is not obligated to any declaration or presentation that is not included in this agreement, unless it was made in writing, by the company to the customer after the beginning of this agreement.
- 2.4** The company may change all or some of the provisions of the agreement, as long as the change comes into effect at the time when the agreement period, as detailed in section 14 below, is renewed. In the event where there is a change of circumstances that is not controlled by the company, which necessitates a significant change in the terms of the agreement, the company reserves the right to change the agreement in a manner where the change takes immediate effect. In this case, the customer may notify the company on the immediate termination of the agreement without prior notice, except in the case where the change is required due to a change in existing law. The customer is not authorized to enter any change, correction, omission, or deletion into this agreement, unless a written consent was provided by the company.
- 2.5** The customer declares that he has the authority and the right to commit to this agreement. Without detracting from the aforementioned generality, the customer declares that, there is no law and/or contract and/or incorporation document that precludes him from committing to this agreement. In the case of a single customer, the customer declares that he is an adult.

3 The Service

- 3.1 The company will provide the customer with the service he ordered, as described in the service order.**
- 3.2 In the event where the customer exceeded from the scope of the service, as defined in the service order, with regards to data traffic, memory size, or any other limit that was set in the service order, the company is authorized to either charge the customer a fee according to the conventional company rates at the time when the exception occurred, or inform the customer about the cancellation of the contract.**
- 3.3 The company has absolute discretion in choosing the appropriate equipment for providing the services to the customer, out of the equipment the company has in stock, or other equipment that will be purchased by the company for this purpose. The company will provide the service to the customer using computers that are located in Israel or in any other country, according to the absolute discretion of the company.**
- 3.4 The delivery of the service is dependent upon fulfillment of all obligations by the customer, according to the agreement. Without detracting from the aforementioned generality, the delivery of the service is dependent upon the advance payment of the service fee for the service period. In the event where the advanced payment is not made at the time when the service is ordered or at the time when the service is renewed, the company is authorized to immediately halt the service to the customer.**
- 3.5 To avoid any doubt, it should be made clear that the customer is not entitled to support at the customer's office, and/or telephone support. The services sold by the company are sold through a communications network, including the Internet, and are fulfilled and provided exclusively through this network. Technical support with regards to the matter of accessing these services will be provided by the service center, as detailed below and in the service order.**

4 Technical Support and Customer Service

- 4.1 The company provides technical support services in a regular business form, 24 hours a day, 7 days a week .**
- 4.2 The support services provided include handling problems with connecting to the internet and browsing the Web, and technical problems related to other products purchased by the customer within the framework of the order.**
- 4.3 Technical support services will be provided only when the malfunction occurred in a service that is provided by the company and/or under its responsibility.**
- 4.4 Contact details for the service center: Phone: +972(0)546524514, or +373(0)67678016 E-mail: support@names.md, Ticket System: support.names.md**
- 4.5 Infrastructure lines used to provide the services, implement the application, accessories, terminal equipment and other equipment – which are in the customer's possession, are not included in the framework of the service and/or the warranty provided by the company, unless they are purchased from the company and are under the terms of the warranty and support that was purchased for them.**
- 4.6 Onsite support service call – in the event where a company technician is required to arrive at the customer's site for the purpose of handling a malfunction, the customer will pay the necessary service fees, according to the company price list.**

5 Accounts and Payments

- 5.1 Rates for the services that are provided by the company are advertised in the company's website and are periodically updated. The rate that applies for providing the customer with a service will be the rate that is specified in the service order. With the renewal of the service period, the rate that will be applied will be the rate advertised by the company at that time.**
- 5.2 To avoid any doubt, it should be made clear that with packages that include a fixed monthly payment, the customer will be charged the fixed fee whether he subscribed for an entire month or part of it, and whether he actually made use of the services or not.**
- 5.3 Payment for the service will be done by billing in advance of the mean of payment, whose details were provided at the time the service was ordered. Payment for the initial service period will be done when the service is ordered. Payment for renewing the service period will be made in advance, using the same mean of payment, unless the customer notifies the company to change the payment method.**
- 5.4 Payment for excessive usage, as detailed in the service order, will be made at the end of each calendar month, according to the company's rates and to the extent of excessive usages, per the company's records.**
- 5.5 Shortly following the billing of the mean of payment, the company will send the customer a bill listing the amount billed. In the event where excessive usage was billed, the extent of the excessive usages will be specified as well. The bill will be sent to the e-mail address provided to the company by the customer. The customer will update this address if there are any changes to it.**
- 5.6 Without detracting from any other remedy that the company is entitled to, and without detracting from the authority of the company to stop providing the service, any payment which is not duly made will bear arrears interest and collection fees, starting from the date when payment was due until the date of actual payment.**

6 Accounts Inquiry

- 6.1 The customer may contact the company in writing, using the contact details listed at the bottom of this agreement, to inquire about bills he received.**
- 6.2 The customer may appeal in writing the correctness of a bill he was sent within 45 days of receiving the bill. Appealing the correctness of a bill does not delay payment. If the appeal is found to be justified, the company will refund the customer the excess payment.**
- 6.3 The customer agrees that the company's records regarding his usage of services will be the decisive evidence regarding payment for the services.**

7 Intellectual Property

- 7.1 As part of the service that the company provides to the customer, the company makes use of computer systems, computer software, and technological knowledge that is protected under intellectual property rights, such as copyrights, patents, and trade secrets (hereafter referred to as "protected intellectual property"). The customer receives the right to use the protected intellectual property as far as the necessary scope to receive the service, but does not receive any right to the company's protected intellectual property, and he is forbidden from making, or allowing others to make, any use of the company's protected intellectual property that exceeds the purpose of receiving service during the service period.**
- 7.2 The company name, its trademarks, registered and unregistered, as well as names and symbols of products and services that the company provides, are the property of the company. Subject to the provisions of the law, the customer is not authorized to make any use of the abovementioned property without the company's advanced**

written permission.

- 7.3 All rights to content uploaded by the customer to the company's computers remain with the customer. The customer gives the company permission to make with the content any use that is required to provide service, including copying for backup, caching, and any other action that is required according to the company's discretion.
- 7.4 Any comment, suggestion, question, data, and so forth, given by the customer to the company with regards to the services provided by the company, will not be considered as confidential, and the company is authorized to make with this information any use it sees fit and for any purpose, including its publication.
- 7.5 The company is the owner of all numbers and internet addresses (IP addresses) that it makes available to the customer during the service period. The company is authorized to change these numbers and addresses, according to its absolute discretion.

8 Customer Online Conduct

- 8.1 The customer agrees to use the computing services provided to him in a strictly legal manner, in accordance with the provisions of the law. Without detracting from the aforementioned generality, and subject to the provisions of the law, the customer declares and agrees that he will not make any use of the company services for any of the following:
 - 8.1.1 publication of pornographic materials, prostitution, illegal gambling, or illegal drug use;
 - 8.1.2 spoofing, identity theft, or any other fraudulence;
 - 8.1.3 wiretapping or invasion of privacy;
 - 8.1.4 injury to a person's good name in violation of the Defamation Law;
 - 8.1.5 infringement of copyrights, performer rights, patents, trademarks, or any other property right of another person, including trade secrets or the advertising of products and services infringing upon aforementioned property rights;
 - 8.1.6 disrupting the normal functioning of a computer, disrupting computer material, or infiltrating a computer using a "virus", "Trojan horse", "spyware", or any other such means in violation of the Computers Law, 1995;
 - 8.1.7 distribution of prohibited e-mail (spam);
 - 8.1.8 prohibited import or export;
 - 8.1.9 action that violates another commitment, according to the law or an agreement.
- 8.2 Subject to the law, the customer agrees to monitor the content uploaded by his employees, or any other person on his behalf, onto the company's servers as part of the service provided to him, and to take full responsibility under the law for this content. It should be made clear that the company does not monitor in any way the content uploaded by the customer.
- 8.3 In the event there is concern regarding the violation of these terms by the customer, following the complaint by another person or by the company's own initiative, the company is authorized, according to its sole discretion, to immediately terminate the service provided to the customer.

9 Indemnity

The customer agrees to indemnify the company for any and all damage caused to it, including any third party contention or claim, in or outside Israel, including full legal

expenses, in connection with the customer's actions and/or the customer's use of the company's computing resources.

10 Privacy

- 10.1 The company will not disclose to another person the customer's name and/or address and/or other identifying information of the customer, except in these cases:
- 10.1.1 the customer has consented to this;
 - 10.1.2 to comply with an order of an agent authorized by law or by court order;
 - 10.1.3 to collect fees owed to the company by the customer, provided that the information given is necessary for collecting the monies;
 - 10.1.4 in the event that the customer has violated the abovementioned rules of conduct.
- 10.2 The company undertakes to keep confidential all content uploaded by the customer to the company's computers. This content will not be given to any other person, except in these cases:
- 10.2.1 according to customer's explicit consent;
 - 10.2.2 for the purpose of providing the service in accordance with the service order;
 - 10.2.3 to comply with an order of an agent authorized by law or by court order;
- 10.3 The customer agrees to the copying of any document, letter, transmission, file, call, and any other information that the customer has made or kept on the company's computers, for the purpose of backup and/or monitoring and maintaining the system's integrity.
- 10.4 The customer agrees to receive promotional mail from the company, including e-mail. The customer may request to not receive the previously mentioned promotional mail, and this request will be registered and implemented by the company as much as possible.

11 Company Limited Liability

- 11.1 The company makes every effort to provide the customer with high quality service, while maintaining the highest standards of reliability. However, with regards to the nature of the service, the parties explicitly accept the following:
- 11.2 The services provided by the company may, by their nature, be subject to outages and/or interruptions and/or various technical malfunctions, including failures in software, hardware, communication lines, or in the physical infrastructure of the company, including temporary or permanent outages/interruptions, as described below in the agreement. The company makes use of all reasonable and established means to deliver high quality services, but cannot guarantee to provide the services continuously and without malfunction.
- 11.3 Services are provided as is and without any presentation regarding their nature and/or quality and/or their suitability to the customer's needs, or for any specific use.
- 11.4 The customer declares that he is aware that the Internet, and the information transferred through it, are not under the company's control, and the company does not give any presentation regarding the Internet or with respect to all communications operations that are performed through, or services provided by, the Internet.
- 11.5 Without detracting from the aforementioned generality, the company is not responsible for information security (although the company makes use of measures, such as a firewall) to protect or to back up the data saved on the company's

computers by the customer or for him, including due to infiltration of an unauthorized element to the customer's domain in the company's computers, including corruption, disclosure, or deletion of data.

- 11.6 The company maintains, for its own sole purposes, a daily backup of the system. The backup performed by the company is not intended for customer use. Backup services for customer data are included as part of the service package when specified in the service order, or can be purchased separately.
- 11.7 Taking into account the nature of the service provided by the company, and subject to clause 11.10 below, the company bears no responsibility of any kind regarding the nature or quality of the services detailed in this agreement.
- 11.8 While understanding the existing limitations, the customer agrees to:
- 11.8.1 make backups of the data belonging to him, including contact data with third parties, onto means outside of the company's computers, in any way he sees fit;
- 11.8.2 keep confidential the means of identification and passwords used by him to enter the domain assigned to him on the company's computers, and to monitor his employees or any other person acting on his behalf that makes use of the means of identification and passwords;
- 11.8.3 prepare a business insurance policy, as far as necessary, which will include consequential loss insurance covering the customer's gross profit. The insurance will include an explicit condition, according to which the insurer waives the right of subrogation towards the company.
- 11.9 Regarding all of the above, the parties agree that the company is not responsible for any direct or indirect damage caused to the customer in case of any malfunction or interruption in the service, including information loss of any kind, delay in sending or receiving of information, information reaching an unintended destination, or distortion of information.
- 11.10 The company's only liability in the abovementioned case will be to refund the customer the proportion of the payment for the period in which the service agreed upon was not received. To avoid any doubt, it should be made clear that the refund of the proportion of the customer's payment is the only financial aid he is entitled to, and shall constitute a final and total elimination of any claim in connection with any interruption or malfunction in the service received. For the purpose of this clause, the period will be measured in full days (1 day = 24 hours) of interruption of service. A portion of a day will not be counted.
- 11.11 To allow the company to handle malfunctions efficiently and effectively, the customer must report any such problem to the company as quickly as possible. Refunding the proportion of the customer's payments will be made considering the date of notification of the failure.
- 11.12 In no event shall the company bear responsibility for actions by the customer that caused damage to the customer himself, his customers, or any third party, and he will bear full and sole responsibility for his activity.

12 Company Initiated Temporary Suspensions of Service

The company is authorized to immediately terminate the services provided to the customer, all or some, temporarily and as minimally as possible, while notifying the customer as far as circumstances allow, if it is necessary for the operation, maintenance or expansion of the company's server farm, or for other technological purposes, according to the company's discretion.

13 A Temporary or Permanent Suspension of Service due to Factors Out of the Company's Control

The company is authorized to immediately terminate the services provided to the customer, all or some, temporarily and as minimally, if necessary due a force majeure that is out of the company's control, such as fire, flood, labor dispute, accident, war, terrorist act, etc., or due to an instruction by an authorized authority. These provisions do not detract from the company's right to cancel the contract in principle, as described below.

14 The Agreement Period and its Renewal

- 14.1 The agreement period shall be the period of time of the package, ordered by the customer, as specified in the service order, and the additional periods added to it in accordance with the provisions specified below.
- 14.2 At the end of the period, the agreement will be automatically renewed for periods of one month at a time, unless the customer has decided to stop the service of his own accord and has done so in the company's systems, or has notified the company in writing to do so, in which case the service stop will take effect within 3 business days.

15 Cancellation of Agreement and/or Termination of Service by the Company

- 15.1 The company is authorized to immediately terminate the services provided to the customer, all or some, and/or to cancel the agreement with the customer, in each of the cases listed below:
 - 15.1.1 the customer has not paid the company a fee which is owed for the services he received from the company;
 - 15.1.2 the customer did not provide the correct identification information;
 - 15.1.3 the customer has violated a fundamental condition in the agreement;
 - 15.1.4 the company believes, according to its discretion, that the service provided to the customer was misused in a manner that might cause damage to the public and/or the company and/or its customers;
 - 15.1.5 the customer has stopped his business activities, or proceedings of receivership or security interest has been initiated against him, or that his rights in the company have been seized;
 - 15.1.6 there is a legal restriction on the continuation of the service;
 - 15.1.7 there is an attack on the customer by a third party, which the company believes, according to its discretion, might cause damage to the company's computers or customers. In such a case, the service interruption will be minimal until such time as the aforementioned threat is removed;
- 15.2 The company is authorized, but not obligated, to inform the customer about the cancellation of the contract. With the cancellation of the contract, the customer's access to the customer's computing resources will be denied. After 7 working days, the entirety of the customer's data will be deleted from the company's computers

16 Cancellation of Agreement and/or Termination of Service by the Customer

- 16.1 The customer is authorized to immediately terminate the services provided by the company, all or some, and/or to cancel the agreement with the company, according to his absolute discretion and without providing an explanation, and this by way of notifying the company.

- 16.2 The discontinuation of receiving said services does not exempt the customer from paying the remainder of his fees, as well as cancellation charges until the end of the service period.

17 Consequences of Cancellation of Agreement and/or Termination of Service

Upon ending of the contract/service, or its cancellation or termination by one of the parties, for any reason, the following rules will apply:

- 17.1 in case the customer chose a package that includes a commitment for a time period exceeding one month, the customer will be charged the cancellation fee as detailed below.
- 17.2 in case the customer has purchased any equipment as part of the service, the customer will pay the remainder of the fee in a single payment immediately upon the cancellation of the deal.
- 17.3 all services provided to the customer will be terminated, and the customer bears the responsibility for transferring his data back to him, as well as notifying others about the consequent changes, including a change to his e- mail address, his IP addresses, and any other change.
- 17.4 neither party bears any obligations towards the other party, unless this is explicitly stated in this agreement.
- 17.5 without detracting from the aforementioned generality, it should be made clear that the company is not obligated (although it is authorized) to keep data belonging to the customer after the contract is canceled and/or the service is terminated.

18 Cancellation Fees

In the event where the customer requests that the service be terminated before the end of the commitment period, he will pay a cancellation fee of 8% of the remainder of all fees until the end of the commitment period, unless another cancellation fee is explicitly specified. The cancellation fee is subject to the limitation on cancellation fees according to the Communications Law (Bezeq and broadcasting) (amendment #50).

19 General

It is known to all parties and agreed that:

- 19.1 The company is authorized to transfer its rights and/or obligations, according to the agreement, to another person, according to its absolute discretion.
- 19.2 The customer is not authorized to transfer the rights and obligations, according to this agreement, except with the advanced written consent of the company.
- 19.3 If any provision of this agreement is found to be unenforceable by an authorized instance, all other provisions of the agreement will continue to apply and to obligate the parties.
- 19.4 To avoid any doubt, it should be made clear that the provisions of this agreement do not create, between the customer and the company, a legal relationship, such as partnership, loyalty, trust, mission, representation, guardianship, or working relationship. The sole role of the company towards the customer is to provide computing services, as is specified in this agreement
- 19.5 The avoidance of the company from enforcing the customer's obligations, all or some, will not be considered as waiving the fulfillment of these said obligations,

and will not prevent the company from suing due to the violation of the obligations, or any other obligations, at a later date

20 Special Provisions Regarding Applied Law and Jurisdiction

- 20.1 With any claim related to, or derived from this agreement, and/or services provided per the agreement and/or payments related to the agreement, the exclusive jurisdiction will be the authorized court in Petah Tikva.**
- 20.2 The law that applies to this agreement, including its execution and the interpretation of its provisions, is the law of the State of Israel alone, except when there are provisions regarding choice of law.**
- 20.3 It is agreed upon that the period of limitations for filing a claim related to, or derived from this agreement, and/or services provided per the agreement and/or payments related to the agreement, will be one year from the time the act or failure, which is the subject of the claim, has occurred.**