

Mobile Bridge - Terms and Conditions of Service

1. Introduction and Definitions

1.1 This Terms and Conditions of Services Document ("TAC") is provided by Mobile Bridge Ltd. ("Mobile Bridge"). Mobile Bridge may from time to time update this TAC without notice.

1.2 The TAC governs the use of the Mobile Bridge Software and Services.

1.3 The Services are provided by Mobile Bridge.

1.4 Definitions to this TAC document:

"Mobile Bridge" means Mobile Bridge Limited – a corporation registered at the Cyprus chamber of commerce with principal place of business at 5 Strati Myrivili Strovolos, Nicosia, Cyprus.

"Software" means the online and/or offline software and/or API and/or mobile library provided by Mobile Bridge as part of the Services under this TAC document.

"Services" means the subscription services provided by Mobile Bridge under this TAC document including Software, API, backend website, servers, mobile libraries or frameworks, web services and documentation.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

"Order Form" or SaaS "Agreement" means the document by which Customer and/or Supplier orders the Services and stipulates some of the required attributes related to the Services such as duration, price, payment terms, service level etc. The document also refers to the TAC and the TAC shall form an integral part of the document.

"Customer" means a private individual or corporation or Supplier, which has been granted a License by Mobile Bridge to access the Mobile Bridge Services.

"Customer Data" means all forms and types of data that the Customer or any third party on behalf of the Customer uploads, accesses, transmits or pushes to and from the Mobile Bridge Services, End User or any data acquired or collected by using the Services or any other data related to the use of the Mobile Bridge Services.

"Authorized Administrators" means employees and/or consultants of the Customer who are authorized by the Customer to use the Services and the Documentation.

"Supplier" means an authorized Partner, Reseller or Integrator of Mobile Bridge.

"End Users" mean the users of the Customer who download and/or install Mobile Apps of the Customer on their Mobile Devices.

"License" – a non-exclusive, non-transferable, non-sublicenseable, conditional license to access the Mobile Bridge Services under the terms of the TAC and as per defined in the Order Form.

2. Using Mobile Bridge Services

2.1 Usage of the Mobile Bridge Services is subject to the acceptance of the TAC by the Customer. By using the Services, the Customer agrees to the terms of the TAC and agrees that the Mobile Bridge Services are governed by the TAC. If a Customer does not agree with any part of the TAC, Mobile Bridge is unwilling to provide the Services to the respective Customer and the Customer may not use the Services.

2.2 Subject to Customer fully complying with the TAC, Mobile Bridge grants Customer a License solely to access and use the Services in conformance with the TAC and the Order Form solely for Customer's own business purposes.

2.3 Except as expressly authorized in a valid and countersigned Supplier Teaming Agreement, Customer will not sell, lease, lend, transfer or rent the Software and/or Services, use the Services to provide service bureau, time sharing, rental, application services provider or other services to third parties, or otherwise make the functionality of the Services available to third parties.

2.4 Excessive Use: Customer shall not use the Services in an excessive or abusive manner which may cause Mobile Bridge damage or otherwise interfere with the regular operation of the Mobile Bridge Service, including abusive, repetitive, malicious and/or excessive usage or any other use which may harm the Services and/or Mobile Bridge

2.5 Customer's responsibilities:

(a) Customer is solely responsible for all Customer Data regardless of whether such data is uploaded directly by Customer or by Mobile Bridge at the request and/or on behalf of the Customer; (b) acknowledges that Mobile Bridge has no control over and will not monitor the content of the Customer Data; and (c) Customer will be responsible for establishing all terms and conditions applicable to its End Users (d) obtaining all necessary consents of third parties and/or End Users to the collection, processing, and use of Customer Data, including any processing by the Mobile Bridge Services or Software in connection with Mobile Bridge's provision of the Service. (e) Customer shall access and use the Services only as permitted by this TAC.

2.6 Customer will receive (by its authorized signatories) a private Administrator username and password for access to and use of the Services by Customer. All activities completed under a Customer's user name will deemed to have been complete by the Customer and are therefore the exclusive responsibility of the Customer.

2.7 Mobile Bridge makes no warranty of any kind to the Customer or any third party with respect to any third party software or services used by the Customer in conjunction with the Services. The Customer is solely and exclusively responsible for all licenses, integration and costs for all third party software and/or service that it uses as well as its dealing with respectable App store including App store acceptance and Mobile Bridge shall have no responsibility or liability with respect thereto.

3. Availability & Support

3.1 Subject to the terms of Service of this TAC document, Mobile Bridge will use commercially reasonable efforts to keep the Services available. Mobile Bridge does not warrant that Customer's use of the Services will be error-free or uninterrupted. Mobile Bridge uses third parties to perform certain services and may change its providers from time to time without prior notice.

3.2 Mobile Bridge reserves the right to upgrade and update the Services at its discretion, including without limitation the Software, the features and functionalities available through the Services.

3.3 Any Support Level to be provided by Mobile Bridge shall be governed in the Order Form or in a separate service level agreement ("SLA").

4. Data

4.1 Since the Services of Mobile Bridge include but are not limited to displaying, transmitting, digitally performing of the Customer Data on the End Users Apps, the Customer hereby grants to Mobile Bridge a non-exclusive, royalty- free authorization during the Term of this TAC document to perform the Services in conjunction with its Customer Data.

4.2 In order to carry out the Services under this TAC the Customer agrees that Customer Data may be transferred and/or stored on Mobile Bridge's hosted Servers.

4.3 Mobile Bridge shall have the right to access Customer Data in order to respond to service or technical problems or monitor the performance of its Services. When accessing Customer Data, Mobile Bridge shall take reasonable steps to minimize interference with Customer's use of the Customer Data and Services. Mobile Bridge assumes, and specifically disclaims, any further rights, duties and obligations pertaining to any Customer Data.

4.4 The Customer shall not access, store, distribute or transmit any viruses, hacks, or any similar attacks, or any material during the course of its use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing of privacy laws, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes direct or indirect damage or injury to any person or property. Mobile Bridge reserves the right (but not the obligation), without liability to the Customer, to suspend and/or disable the Customer's or End Users access to any material that breaches the provisions of this clause. Mobile Bridge may, at its sole discretion, refuse or remove any data that is available via the Services that violates any of the terms of this TAC document or any applicable law.

4.5 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, copyrights, intellectual property, reliability, integrity, accuracy and quality of the Customer Data.

4.6 The Customer shall be solely responsible for accessing, maintaining, keeping and controlling Customer Data in conjunction with the Mobile Bridge Services, Mobile Bridge cannot and shall not control actions of the Customer relating to the Customer Data which might result in damage to Customer Data and/or its End Users.

4.7 Mobile Bridge may keep and use, aggregated non-personally identifiable anonymous usage data and statistics derived from the Services such as the total number of transactions that occur within a service provided that under no circumstances will Mobile Bridge disclose or make available any usage data pertaining to a customer in particular or allowing to identify a Customer.

4.8 Mobile Bridge requests and advises the Customer not to collect any personal End User data and assumes that Customer follows this request and advice. If Mobile Bridge Software or Services processes any End User or other third party personal data on the Customer's behalf when performing its obligations under this TAC document:

(a) the Customer shall ensure that the Customer is entitled to transfer or receive the relevant personal data to the Mobile Bridge Services so that the Mobile Bridge Software and/or Services may lawfully, process and transfer the personal data in accordance with this TAC document on the Customer's behalf;

(b) the Customer shall ensure that the relevant third parties and/or End Users have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; including, without limitation, the automatic analysis and processing of End User data; and

(c) Customer shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the Customer Data and/or personal data or its accidental loss, destruction or damage.

5. Professional Services Ownership and Intellectual Property

5.1 Customer expressly acknowledges that, as between Mobile Bridge and Customer, Mobile Bridge owns all worldwide right, title and interest in and to the Services and Software, including all worldwide Intellectual Property Rights therein, and including any modifications to the Services and Software developed by Mobile Bridge in the course of providing the Services.

5.2 All intellectual property and proprietary rights arising by virtue of Mobile Bridge's performance of the service are and will be the sole and exclusive property of Mobile Bridge, and neither ownership nor title to any such property will pass to Customer. No other right or license to or under any of Mobile Bridge's intellectual property rights is either granted or implied under this TAC.

5.3 Customer acknowledges that the Software and Services constitute and contain trade secrets of Mobile Bridge, and, in order to protect such trade secrets and other interests that Mobile Bridge may have in the Software and Services, Customer agrees not to disassemble, decompile, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Services and/or Documentation in any form or media or by any means or reverse engineer the Software nor permit any third party to do so.

6. Orders

6.1 The Customer or Supplier must supply Mobile Bridge a filled Order Form to order the License to access the Mobile Bridge Services under the terms of the TAC and as per defined in the Order Form.

The document may be a Customer or Supplier order form or a written purchase order or other document issued by Customer as long as it is accepted and approved by Mobile Bridge in writing and as long as it refers to the Mobile Bridge TAC.

6.2 Any terms and conditions contained in any Order Form that are inconsistent with or in addition to the TAC will be deemed stricken from such Order Form, unless expressly agreed to in writing by Mobile Bridge.

7. Fees and Payment

7.1 Customer will pay Mobile Bridge the fees set forth on the applicable accepted Order Form (the "Fee") pursuant to the payment terms set forth on such Order Form. If a payment becomes past due, Mobile Bridge reserves the right to suspend or terminate the Services.

7.2 After the Initial Subscription Term, Mobile Bridge reserves the right to modify the fees and/or other charges for the subsequent Renewal Subscription Term (defined below) upon notice to Customer no less than sixty (60) days prior to the beginning of such Renewal Subscription Term.

7.3 In the event of any change in Mobile Bridge's licensors and suppliers' charges that materially increase the cost of delivery of the Services, Mobile Bridge reserves the right to modify fees and other charges for the Services to reflect such increase in cost upon no less than thirty (30) days prior written notice.

7.4 The fees payable to Mobile Bridge exclude all applicable sales, use and other taxes or commissions, and Customer will be responsible for payment of all such taxes (other than taxes based on Mobile Bridge's net income), fees, duties and charges, VAT and any related penalties and interest, arising from the payment of such fees or the delivery or use of the Services and/or any other deliverables.

8. Warranties and Disclaimer of Warranties

8.1 Limited Software Warranty- Mobile Bridge warrants that the Services will be provided as set forth in Section 3.1 of this TAC document.

8.2 Sole Remedy- As Customer's sole and exclusive remedy and Mobile Bridge's entire liability for any breach of the warranty set forth in Section 8.1, Mobile Bridge will, at its option: (a) correct any Services that fail to meet this limited warranty; or (b) refund part of the Fees paid by Customer for the non-conforming Services.

8.3 Disclaimer- Mobile Bridge does not warrant that the Services will meet Customer's requirements, that the operation of the Services will be error-free or uninterrupted or that all Software errors will be corrected. The Customer assumes sole responsibility for information and results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Mobile Bridge shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Mobile Bridge by the Customer in connection with the Services, or any actions taken by Mobile Bridge at the Customer's direction. The Services, Software, Documentation or any other deliverables are provided "as is" without any warranty of any kind. Mobile Bridge does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system.

MOBILE BRIDGE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MOBILE BRIDGE OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TAC DOCUMENT.

9. Indemnity

9.1 Indemnification- Customer will defend or settle any action brought against Mobile Bridge, affiliates Customer, at his own expense, shall indemnify, defend and hold Mobile Bridge and its officers, directors, owners, employees, and affiliates harmless from and against all liability, damages, injuries, losses, costs and expenses (including attorney's fees) arising out of or relating to Customer use of the Services, including but not limited to liability, damages, injuries, losses, costs and expenses arising from any claims relating to: (a) your breach of any representations, warranties, or covenants in this TAC document, (b) your compliance with applicable laws and regulations, and (c) the Client Documents or End User personal data. Mobile Bridge shall provide you with prompt written notice of any such claim.

9.2 Exclusions- Mobile Bridge will have no liability for any infringement or misappropriation claim or any claim of any kind to the extent that it results from: (a) modifications to the Services, Software or Documentation made by a party other than Mobile Bridge ; or (b) Customer's use of the Software other than in accordance with this TAC document or the Documentation or TAC.

9.3 Sole Remedy- THE PROVISIONS OF THIS TAC SET FORTH MOBILE BRIDGE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

10. Limitation of Liability

10.1 Total Liability. MOBILE BRIDGE'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION AND UNDER ALL LIABILITY AND/OR CLAIMS WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO MOBILE BRIDGE BY CUSTOMER PURSUANT TO THIS TAC DOCUMENT DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.2 Exclusion of Damages. IN NO EVENT WILL SUPPLIER AND/OR MOBILE BRIDGE BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS TAC DOCUMENT OR THE USE OR PERFORMANCE OF THE SERVICES OR SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUPPLIER AND/OR MOBILE BRIDGE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS TAC DOCUMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.3 Basis of Bargain. The parties expressly acknowledge and agree that Mobile Bridge has set its prices and entered into this TAC document in reliance upon the limitations of liability specified herein, which allocate the risk between Mobile Bridge and Customer and form a basis of the bargain between the parties.

11. Term, Termination and Effects

11.1 Term and Termination- This TAC document shall continue in effect until terminated as set forth herein. Unless stipulated differently in the Order Form, the initial subscription term (“Initial Subscription Term”) for each Services License will be 12 months following the effective date and thereafter will be automatically renewed for successive periods of 12 months (the “Renewal Subscription Term”) unless terminated by either party with a written notice 60 days prior to renewal date. Each Initial Subscription Term will commence on the date that both parties have executed the Order Form under which Customer acquires such license. During each Renewal Subscription Term, the terms and conditions (including Fees) that were in effect during the preceding Initial Subscription Term or Renewal Subscription Term (as applicable) will apply unless either party notifies the other at least thirty (30) days prior to the commencement of the renewal term that it does not intend to renew the Subscription Term upon the same terms.

11.2 Termination for Breach - this TAC document and/or any Order Form, if applicable, may be terminated (a) by either party if the other party materially breaches this TAC document and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party (except that such cure period shall be five (5) days for breaches of Sections 2 or 12), or (b) as set forth in Section 9.1.

11.3 Effects of Termination Upon termination or expiration of this TAC document or Order Form (as applicable) for any reason: (a) any amounts owed to Mobile Bridge under this TAC document or Order Form (as applicable) before such termination or expiration will be immediately due and payable; (b) all Licenses including rights of access to the Services, granted in this TAC document or Order Form (as applicable) will immediately cease to exist, and Mobile Bridge will cease making the Services and/or the Customer Data available and Mobile Bridge may at its own discretion delete all Customer Data or any other Customer related Services, and if applicable, cease performing all Professional Services; (c) Customer must promptly discontinue all use of the Service and User IDs for the terminated Licenses;

11.4 Sections 3.3, 4.1, 4.6, 5 through 13, will survive termination of this TAC document for any reason. Any termination of a particular Order Form will not, by itself, terminate this TAC document; rather all other Order Forms then outstanding will remain in effect.

12. Confidentiality

All parties, will maintain in confidence all Confidential Information disclosed to it by the other party.

12.1 Confidential Information. The Parties agree that all information disclosed by the disclosing party to the receiving party, whether oral, visual or in writing, including but not limited to all information, materials as well as improvements, patents (whether pending or duly registered) and any know-how relating to the disclosing party, its products, software, designs,

business plans, business opportunities, finances, research, development, personnel, or third-party, will be considered and referred to collectively in this Agreement as "Confidential Information". Notwithstanding, Confidential Information, shall not include information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of the Confidential Information; or (v) is disclosed pursuant to a judicial order or other compulsion of law, provided that the receiving party promptly notifies the disclosing party of the order. For the sake of clarity any such information disclosed by any Affiliates (as hereinafter defined) and clients and subcontractors of Mobile Bridge Ltd. shall be deemed Confidential Information. "Affiliates" any third party that is controlling, controlled by or under common control with Mobile Bridge Ltd., directly or indirectly.

12.2 Agreement to Maintain in Confidence. The receiving party agrees to accept and use Confidential Information solely for the Purpose and not for competition. The receiving party will not disclose the Confidential Information to a third party other than those of its employees, directors and officers with a need- to- know and who are bound by terms of confidentiality no less restrictive than those set forth herein and remains responsible for any disclosure by such individuals. In performing its duties and obligations hereunder, the receiving party agrees to use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, at least reasonable care. Further, the receiving party agrees that it shall not make any copies of the Confidential Information, without the prior written consent of the disclosing party.

13. Publicity

Mobile Bridge shall have the right to use in marketing, advertising, and promotional materials the corporate name of the entity for whom the Service is being used (whether Customer or a third party) unless Customer notifies Mobile Bridge that it does not approve to do so.

14. General

14.1 Relationship of Parties- The parties are independent contractors with respect to each other, and nothing in this TAC document shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

14.2 Each party will bear its own costs.

14.3 Force Majeure- Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. The terms of this TAC document shall be binding on the parties, and all successors to the foregoing.

14.4 Assignment - The Customer will not assign, transfer or delegate its rights or obligations under this TAC document (in whole or in part) without the other party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. Mobile Bridge has the right to assign the TAC document, all rights and obligations pursuant to the TAC document without the requirement and approval of Customer.

14.5 All modifications to or waivers of any terms of this TAC document must be in a writing that is signed by the parties hereto and expressly references this TAC document.

14.6 Governing Law and Jurisdiction. This TAC document will be governed by and construed in accordance with the laws of Cyprus.

14.7 Severability- In the event that any provision of this TAC document conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this TAC document shall remain in full force and effect.

14.8 Waiver - No waiver of any breach of any provision of this TAC document shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

14.9 Entire TAC document - This TAC document includes any Order Forms agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by Supplier. The terms on any purchase order or similar document submitted by Customer to Supplier will have no effect and are hereby rejected.

14.10 Notices - All notices, consents and approvals under this TAC document must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at its corporate headquarters and are deemed delivered when received