

## **Master Services Agreement**

### WITNESSETH

Whereas, the Customer wishes to retain the services of Taldor, and Taldor wishes to provide the Customer with its services, as specified in the Order Form as shall be executed by and between the parties from time to time; and

Whereas, the parties wish to set forth in writing their agreements and understanding with respect to provision of services by Taldor to the Customer.

Now, therefore, in consideration of the promises and mutual agreements and undertakings set forth herein, and with the intention to be bound hereby, the parties hereto agree as follows:

### **1. INTERPRETATION; DEFINITIONS**

a. The preamble of this Agreement constitutes an integral part hereof. The headings of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

b. In this Agreement, unless the context otherwise requires:

1.b.1. "Taldor" means Taldor Online Ltd.

1.b.2. "Customer" means \_\_\_\_\_ and any of its shareholders, directors, officeholders and representatives.

1.b.3. "Controller" means the Person who is responsible and liable for the nature, content and substance of the Data

1.b.4. "Data" means any and all data of the Customer and its customers, clients and/or otherwise, as shall be changed, replaced, updated, removed, maintained and/or otherwise from time to time.

1.b.5. "End Users" means any Person who uses a product of the Customer and such product is dependent in the Services provided by Taldor to Customer, in accordance of the provisions of this agreement.

1.b.6. "Person" means an individual, corporation, partnership, joint venture, trust or unincorporated organization.

1.b.7. "Processor" means any Person who is responsible only for hosting and transmission of the Data on behalf of Controller.

1.b.8. "Order Form" means that order form as shall be executed by and between the parties from time to time.

1.b.9. "Services" means the services detailed in the Order Form and selected by the Customer.

### **2. SERVICES AND FEES**

Upon the execution of this MSA by Customer and Taldor, subject and pursuant to the terms and conditions herein, Taldor shall provide the Customer with the Services, in consideration for the Fees, all subject and pursuant to the Order Form.

### **3. GENERAL TERMS AND CONDITIONS**

Taldor may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon notifying the Customer. The Customer use of the Services after such changes or modifications have been made shall constitute The Customer acceptance of this Agreement as last revised. If the Customer does not agree to be bound by this Agreement as last revised, it should not use (or continue to use) the Services. In addition, Taldor may occasionally notify the Customer of changes or modifications to this Agreement by email. It is therefore very important that the Customer keep it's contact information current. Taldor assumes no liability or responsibility to the Customer for its failure to receive an email notification if such failure results from an inaccurate email address.

#### **4. PAYMENT; FAILURE TO PAY**

a. All prices and fees are non-refundable unless otherwise expressly noted, even if the Services are suspended, terminated, or transferred prior to the end of the Services term. From time to time, due to change of prices which are unrelated to Taldor, such as, change in tax rates, electricity rates, coal rates, services, cross-connections, V.A.T. percentage and/or otherwise, Taldor expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted to Customer contact details and effective immediately without need for further notice to the Customer.

b. Interest payments will be charged by Taldor on any Fees that were not fully paid by Customer on the Date of Payment, in the amount of 2% (two percent) per month, but in any event an amount not less than - \$25.00 US.

c. Notwithstanding anything contrary, it is a material provision that, subject to a written notice by Taldor, the Customer's failure to pay the Fees within a period of 7 days of the invoice issued by Taldor (the "Temporary Unsettled Fees"), will cause the complete halt of the relevant Services (lock-down) for which the Fees were to be paid. For the avoidance of any doubt, Taldor will not provide the relevant Services until the full and final payment of the Temporary Unsettled Fees.

d. Notwithstanding anything contrary, it is a material provision that the Customer's failure to pay the Fees within a period of 30 days as of the invoice issued by Taldor (the "Unsettled Fees"), will cause the complete halt and lockdown of the all the Services by Taldor, such lockdown may extend to termination of the Services at the sole discretion of Taldor. For the avoidance of any doubt, Taldor will not provide the Customer with any Services until the full and final payment of the Unsettled Fees.

e. For the avoidance of any doubt, the Fees, and the aforementioned constitute the full and final consideration for the Services, except for interest payments detailed in Section b above and/or additional services provided by Taldor to Customer.

f. Should the Services be suspended because the Customer has failed to pay an invoice by the Due Date, Taldor shall charge \$50.00 US to recover the administrative costs for suspension and reinstatement of the Services.

g. Customer hereby waives and releases Taldor from any claim, arguments, proceeding, complaint, legal proceeding and action, with regard to the provisions of this Section 4.

#### **5. WARRANTIES**

Taldor Warranties

a. Taldor shall utilize professional skill, diligence, ethics and care to ensure that all Services are performed as agreed in the Order Form and to provide the expertise required in connection with such Services.

b. The engagement under the Order Form will not constitute a default under or conflict with any agreement or other instrument to which Taldor is a party or by which it is bound.

c. Taldor shall provide broad service availability level, as stated and detailed in the Service Level Availability agreement signed by and between the parties on \_\_\_\_\_ (the "Service Level Availability Agreement"), attached hereto as Exhibit A.

### **Customer Warranties and Obligations**

a. All of Customer's activities and operations are and will remain in accordance with any law, not abusive to any audience and not harmful to any third party, and at all times avoid deceptive, misleading, or unethical practices which are or might be detrimental to Taldor or any third party. The Customer hereby agrees and undertakes that the Services provided by Taldor will never be used by Customer and/or End Users and/or any third party for activities that contain content that is("Abusive Content"):

- (i) Defamatory; and/or
- (ii) Obscene; and/or
- (iii) Libelous; and/or
- (iv) Discriminatory; and/or
- (v) Offensive; and/or
- (vi) Deceptive; and/or
- (vii) Abusive - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; and/or
- (viii) Violence including promotes, encourages or engages in terrorism, violence against people, animals, or property; and/or
- (ix) Child pornography and pedophilia including without limitation, any content that promotes, encourages or engages in the exploitation of children; and/or
- (x) Prescription medication - promotes, encourages or engages in the sale or distribution; and/or
- (xi) Unlicensed or unregulated, by law, Gambling related; and/or
- (xii) Unlawful or promotes or encourages illegal activity.

b. Customer shall apply for and obtain any and all licenses permits and other authorizations needed to fulfill its obligations under this Agreement.

c. Customer agrees and undertakes that all contents and activities conducted via the Taldor Services are on Customer's sole responsibility. Nevertheless, Customer is hereby acknowledges that although Taldor do not pre-screen the content that is used by Customer via the Services, Taldor has the right, but not the obligation, in its sole discretion to remove or refuse to provide the Services, in any case of Abusive Content or pursuant to any demand of any legal authority, without compensation of any kind,

whether financial or otherwise toward the Customer. Customer agrees that it must evaluate, and bear all risks associated with, the use of any of its Content and activities.

d. Customer shall at all times comply with all laws, regulations, orders, decrees, rulings and judgments applicable, practices and procedures while performing its obligations hereunder.

e. Customer warrants that its engagement under the Order Form does not require the consent of any person or entity. Customer hereby warrants and undertakes that, at all times during the Term of the Order Form (as defined below), all of Customer software, hardware, codes, algorithms, developments and/or otherwise ("Technological Resources"), that is being used by Customer, is whether lawfully licensed to Customer by third parties and/or self-developed by Customer, and in any way is being used by the Customer in accordance with any law. For the avoidance of any doubt, Taldor has the right, but not the obligation, in its sole discretion to remove or refuse to provide the Services in any case of unlawful use of Technological Resources, without compensation of any kind, whether financial or otherwise toward the Customer. Customer agrees that it must evaluate, and bear all risks associated with, the use of any of its Content and activities.

f. Customer shall fully cooperate with Taldor in resolving any and all matters and/or disputes with End Users arising against Taldor in accordance with the Services.

g. Customer shall refrain from making any representations, warranties, or guarantees to the End Users or to any other third parties with respect to the specifications, features or capabilities of the Services provided by Taldor that are inconsistent with the literature, protocols, trainings, explanations and covenants provided by the Taldor.

h. Customer is responsible for: (a) maintaining the confidentiality of the password and admin account(s) (if relevant); (b) designating those individuals who are authorized to access the admin account(s); and (c) ensuring that all activities that occur in connection with the admin account(s) comply with these Terms and Conditions. Customer acknowledges and agrees that Taldor is not responsible for the internal management or administration of the admin account(s).

i. This Agreement, when executed by the Customer, shall constitute the valid and legally binding obligations of the Customer enforceable against him.

## **6. DATA PROCESSING**

a. For the purposes of these Terms and Conditions, and subject and pursuant hereof, and in respect of Customer Data, the parties agree that Customer shall be the sole Controller and Taldor shall only be the Processor of the Data.

b. Taldor will process Customer Data in accordance with Customer's instructions provided that such instructions are consistent with these terms and conditions and Taldor's Privacy Policy. In case Taldor is unable to comply with Customer's instructions because such instructions conflict with these Terms and Conditions or the applicable law, Taldor will notify Customer as soon as reasonably practicable

c. Customer will inform End Users that their personal data are processed in accordance with these Terms and Conditions and Taldor's Privacy Policy.

d. Taldor will take and implement reasonable technical and organizational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access ("Security Measures").

e. For the avoidance of any doubt, the provisions of Data protection and processing under the Order

Form, shall be construed and subject to the Israeli Protection of Privacy Law, 1981 – 5741 or any such other applicable law.

## **7. LIMITATION OF LIABILITY; COMPENSATION**

Under no circumstances shall Taldor be liable for any special, indirect, or consequential damages, including without limitation insufficient applicability of operating system or any third party application whether financial or otherwise, that are directly or indirectly related to the use of, or the inability to use, or the performance of, the services, even if foreseeable or Taldor has been advised of the possibility of such damages whether in an action or contract, negligence or other tortious action. Taldor shall not be liable for the use of the service including, without limitation, the content and any errors contained therein.

Taldor shall bear no responsibility of any kind as to the actions, omissions, malfunctions, misconduct and negligence of any third party and in specific, any unavailability, partial availability, inapplicability and/or malfunction of the services caused by any network and communication suppliers, cloud services suppliers and hardware suppliers.

Notwithstanding the above and subject to the service level availability agreement, only in case of an extreme negligence or wilful misconduct of Taldor.

notwithstanding anything contrary contained herein and subject to the service level availability agreement, Taldor shall neither compensate the customer nor become liable to the customer, end user, third party and/or any other person using the services, in any case of which, including without limitation (1) insufficient hard disk space on the servers; (2) network malfunctions; and (3) denial-of-service attack (dos attack) or distributed denial-of-service attack (DDOS attack).

## **8. INDEMNIFICATION**

Customer agrees to defend, indemnify and hold Taldor harmless with respect to any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees arising out of or in connection with the Order Form, including, without limitation, Customer's use of the Services. Specifically, without derogating from the generality of the foregoing, Customer agrees to defend, indemnify and hold Taldor harmless against any loss or damage arising from any use of the Customer in Abusive Content and unauthorized use in Technological Resources and from all actions, proceedings, claims, demands, costs (including legal costs), awards and damages howsoever arising, directly or indirectly as a result of any breach or non-performance by Customer of any of its obligations under the Order Form.

## **9. TERM; TERMINATION**

a. The term of the Order Form (the "Term") is deemed to have commenced as of the Commencement Date set forth above, and by the end of each year shall be automatically renewed for additional periods of 1 year, unless terminated upon a 90 days advance written notice by Customer (the "Notice Period"). Taldor may terminate the Order Form at any time, subject to: (1) Section 3; or (2) Failure of Customer to comply with any of Taldor's recommendations and/or guidance regarding issues concerning the Services; or (3) 30 days written notice.

b. For the avoidance of any doubt, in case of termination of the Order Form pursuant to this Section 9,

the Customer shall:

- i. Bear the sole and entire responsibility for the transfer of all of Customer's materials and data from Taldor to a new entity which will provide the similar services for Customer;
- ii. Immediately pay to Taldor any all unpaid funds in consideration for purchased hardware.

Customer agrees and acknowledges that Taldor shall possess a lien on Customer's hardware that was purchased from Taldor, in any case of unpaid funds in consideration for any of the Services. To remove any doubt, in no event, shall Taldor refund the Customer on hardware payments and expenses nor should the Customer shall be entitled to such.

## **10. INTELLECTUAL PROPERTY**

a. For the purposes of this Agreement, "Intellectual Property" shall mean all information in any and all medium that has been disclosed or will be disclosed by either party hereto (the "Disclosing Party") to the other party (the "Receiving Party") including, without limitation, data, data structure, data format, technology, source code, know-how, inventions, discoveries, designs, processes, techniques, methods, performance characteristics, testing strategies, formulations, models, equipment, algorithms, plans, software programs, documents, specifications, information concerning research and development work, and/or trade and business secrets.

b. The Receiving Party shall not acquire any rights in the Intellectual Property of the Disclosing Party. The Order Form grants no license to the Intellectual Property by either party to the other, either directly or by implication, stopple or otherwise.

## **11. CONFIDENTIALITY**

a. Customer covenants and undertakes that, during the Term and thereafter, absent Taldor's prior written consent, all information, written or oral, relating directly or indirectly to the Order Form, the Services, Taldor or its business (actual or planned), disclosed to it by Taldor, developed by it or which otherwise became known to it in connection with the performance of the Order Form, including, without limitation, any and all patent applications, drawings, specifications, test results, techniques, diagrams, charts, plans, statements, assessments, analyses, estimates, views and opinions, know-how, processes, machines, practices, inventions, improvements and records (the "Information"), shall be maintained by it in full and absolute confidence, and it shall not use such Information, directly or indirectly, in whole or in part, for its own benefit or for any purpose whatsoever except as specifically and explicitly provided herein. Customer will be responsible for ensuring that the obligations of confidentiality and non-use contained herein are observed by its consultants, employees, subcontractors and affiliates.

b. Notwithstanding anything else to the contrary herein, the obligations under this Section shall survive the termination of the Order Form.

## **12. NON-SOLICITATION**

Customer undertakes and covenants towards Taldor that during the Term of the Order Form and for a period of 12 (twelve) months following thereto for any reason (other than the liquidation or dissolution of any of the parties), Customer will not, directly or indirectly, including personally or in any business

in which it serves as officer, director or shareholder, for any purpose or in any place, hire any person employed by Taldor, will not engage in any business relationship with any customer, client and supplier of Taldor, unless received a prior written approval by Taldor.

### **13. INSURANCE**

Taldor holds an interest that Customer shall maintain insurance policy coverage to protect Customer against the risks involved in the Services and in the business the Customer is engaging, including, without limitation, professional liability, third party insurance and computer hardware and software (according to software & hardware's value after amortization). For the avoidance of any doubt, Customer has the sole discretion and responsibility to engage with any insurance company and acquire any insurance policy coverage.

### **14. FORCE MAJEURE**

Neither Party shall in any event be held liable with respect to the other Party or to others for losses or damages caused by non-performance, or a delay in the performance, of their obligations under the Order Form (except that of payment) to the extent that the same resulted from circumstances amounting to force majeure, including, inter alia, strikes, riots, fires, floods, war, terror attacks, hurricanes, earthquakes, windstorms, acts of God and acts of the state or of public authorities, or other causes beyond the reasonable control of the party affected thereby.

### **15. MISCELLANEOUS**

a. The laws of the State of Israel shall apply to the Order Form and the sole and exclusive place of jurisdiction in any matter arising out of or in connection with the Order Form shall be the competent courts of Tel-Aviv.

b. No failure, delay of forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under the Order Form, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof.

c. Taldor may assign and/or subcontract any of its obligations under any contract or offer. Customer may not assign or delegate any of its rights, duties or undertakings under the Order Form to any third party without the express prior written consent of Taldor, and any unauthorized assignment or delegation shall be null and void.

d. In the event it shall be determined under any applicable law that a certain provision set forth in the Order Form is invalid or unenforceable, such determination shall not affect the remaining provisions of the Order Form.

e. The preamble and schedules to the Order Form constitute an integral and indivisible part hereof.

f. All notices in connection with this Agreement shall be sent by registered mail or delivered by hand to the addresses set forth above and shall be deemed to have been delivered to the other party at the earlier of the following: two days, if sent by registered mail; or three business days from the date of mailing, if delivered by hand - upon actual delivery or proof of delivery (in the event of a refusal to

accept it) at the address of the addressee. Delivery by facsimile or email shall be sufficient and be deemed to have occurred upon electronic confirmation or receipt.

g. The Order Form constitutes the entire understanding and agreement between the parties hereto, supersedes any and all prior discussions, agreements and correspondence with regard to the subject matter hereof, and may not be amended, modified or supplemented in any respect, except by a subsequent writing executed by both parties hereto.