

Redrok EULA

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11. TECHNICAL SUPPORT AND PROFESSIONAL SERVICES

11.1 Maintenance and Support Services: As part of its provision of the Software, Redrok shall make available technical support to Licensee in accordance with the support services terms applicable to the Software. These services are subject to Redrok's maintenance and support policy, which is available upon request at support@redrok.io. The specific maintenance and support program selected by Licensee will be detailed in the applicable Order

11.2 Software Installation and Configuration. Unless specified otherwise in an Order Form or Statement of Work (SOW), Licensee is responsible for installing and configuring all Software.

11.3 Additional Services: Licensee may separately purchase from Redrok professional services in relation to the Software as may be generally available by Redrok to its customers, pursuant to Redrok's then-applicable professional services terms.

12. FORCE MAJEURE

Neither Party shall be liable for inadequate performance or failure to perform any obligation under this EULA (excluding payment obligations) if such inadequacy or failure is due to conditions beyond the party's reasonable control including, without limitation, acts of God, war, terrorism, riots, fires, floods, pandemics, cyberattacks, or failure of public utilities or the Internet ("Force Majeure Event"). The affected Party will provide prompt written notice to the other Party and use commercially reasonable efforts to mitigate the effect of the Force Majeure Event.

13. GENERAL PROVISIONS

13.1 Survival. The provisions of this EULA which by their nature should survive termination or expiration will remain in effect.

13.2 Governing Law and Jurisdiction. Each Party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below with respect to any dispute, claim, action, suit or proceeding (including non-contractual disputes or claims) arising out of or in connection with this EULA.

13.2.1 North and South American Customers: If Licensee is located in the Americas (North or South), this EULA is governed by the laws of the State of Delaware,

and the Parties submit to the exclusive jurisdiction of the state and federal courts located in Delaware

13.2.2 European and APAC customers: If Licensee is located in Europe or APAC, this EULA is governed by the laws of England, and the Parties submit to the exclusive jurisdiction of the competent courts located in London, England.

13.2.3 Middle East and Africa Customers: If Licensee is located within the Middle East or Africa, this EULA is governed by the laws of the State of Israel, and the Parties submit to the exclusive jurisdiction of the competent courts located in Tel Aviv-Yafo, Israel.

13.3 Injunctive Relief. Each Party acknowledges that a breach of Sections 2, 6 or 7 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy. Accordingly, in the event of such a breach, the non-breaching Party will be entitled to seek equitable relief, including injunctive relief and specific performance, without the requirement of posting a bond or proving actual damages, in addition to any other remedies available at law.

13.4 Relationship of the Parties. Redrok and Licensee are independent contractors, and nothing in this EULA creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

13.5 Entire Agreement. This EULA supersedes all prior agreements and representations between the Parties regarding the subject matter of this EULA. The terms and conditions contained in any Order issued by Licensee will be of no force or effect, even if the Order is accepted by Redrok.

13.6 Modifications to Agreement. Redrok may modify the terms of this EULA from time to time by posting a revised version on the Redrok website or within the Software. Licensee is responsible for regularly reviewing such updates. Licensee's continued use of the Software after the effective date of any such modification shall constitute Licensee's acceptance of the modified terms.

13.7 Severability. If any provision of this EULA is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.8 Assignment. Licensee may not assign or transfer this EULA, in whole or in part, by operation of law or otherwise, without the prior written consent of Redrok. Redrok may assign this EULA without consent to an Affiliate or to a successor in interest in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets or equity. Any attempted assignment in violation of this Section will be null and void.

13.9 No Waiver. The failure of either Party to enforce any right or remedy provided in this EULA or by law will not be deemed a waiver of that or any other right or remedy. A waiver is only effective if in writing and signed by the waiving Party.

13.10 No Third-Party Beneficiaries. This EULA is for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including Licensee's clients or employees) any legal or equitable right, benefit, or remedy of any nature whatsoever.

13.11 Notices. Unless specified otherwise herein, (i) all notices must be in writing and addressed to the attention of the other Party's legal department and primary point of contact, and (ii) notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by email. When sent by email, notices to Redrok must be sent to notices@Redrok.com.

13.12 Publicity. Neither Party shall make or permit to be made any public announcement concerning the existence, subject matter or terms of this EULA or relationship between the Parties without the prior written consent of the other Party except as expressly permitted in this section. Licensee grants Redrok and its Affiliates during the term of the EULA the right to use Licensee's trade names, logos, and symbols ("**Licensee Marks**") in its public promotional materials and communications for the sole purpose of identifying Licensee as a Redrok customer. Redrok agrees to use such marks in accordance with any trademark usage guidelines provided by Licensee. Redrok will promptly cease such use upon receipt of a written request from Licensee to do so.

13.13 Export Control. Licensee acknowledges that the Software may be subject to export control and economic sanctions laws, including those of the State of Israel, the United States, the EU and other applicable jurisdictions. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any country to which Israel, the United States or the EU has embargoed goods or services (including, without limitation, Iran, Syria, Lebanon, Iraq and other enemy states as defined by Israeli law). Licensee agrees not to export, re-export, or transfer the Software or data in violation of such laws.

13.14 Compliance with Law. Each Party shall comply with all applicable laws and regulations in connection with the performance of its obligations and the exercise of its rights under this EULA.