

Nubo SaaS Service Agreement (Evaluation)

IN ORDER TO USE OUR SERVICES, YOU MUST AGREE TO ABIDE BY THIS SERVICE AGREEMENT ("AGREEMENT"). THEREFORE YOU HEREBY CERTIFY TO US THAT YOU ARE AN AUTHORIZED AGENT, OR REPRESENTATIVE, OF YOUR COMPANY - AUTHORIZED TO ENTER INTO THIS TYPE OF AGREEMENT WITH NUBO, INC. ("NUBO").

YOU WILL BE ASSUMING FULL AND SOLE RESPONSIBILITY FOR ALL USE OF THE SERVICES OCCURRING UNDER YOUR ACCOUNT; PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU ARE A NEW USER, YOU WILL BE REQUIRED TO ACCEPT THIS AGREEMENT IN ORDER TO COMPLETE THE REGISTRATION PROCESS. BY CHECKING THE "I AGREE" BOX, YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING THOSE INCORPORATED BY REFERENCE. DO NOT CHECK THE "I AGREE" BOX IF YOU DO NOT AGREE WITH THIS AGREEMENT, OR ANY PROVISION THEREOF AND YOU WILL NOT BECOME A USER AND WILL NOT BE AUTHORIZED TO ACCESS, OR USE, THE SERVICES.

YOUR CONTINUED USE OF THE SERVICE CONSTITUTES FULL ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SERVICE AGREEMENT

1. Definitions

1.1. "System" shall mean Our Nubo BYOD remote enterprise workspace in any version or edition – as decided by Us - which may be hosted on Our Servers and accessible through the internet, or, may be installed on Your server, as set forth in the Service Program you subscribed for.

1.2. "Client" shall mean a piece of software code downloadable from Our Servers or digital stores (as notified by Us), and installed on all, selected, or none, of Your Terminals.

- 1.3. "Our Servers" means servers belonging to Us and/or third party hosting service providers we use to install the System and enable the provision of the Services to You.
- 1.4. "Your Servers" – means servers belonging to You and/or third party hosting service providers You use, to install and host the System.
- 1.5. "Terminal" shall mean each device, mainly, Mobile Devices and personal computers which may access the System as part of the Services, including, without limitation, personal computers, laptops, Mobile Devices, etc.
- 1.6. "We" or "Us" or "Nubo" or "Our" refers to Nubo, INC., a limited liability company incorporated in the State of Delaware, having its main place of business at 750 Third Avenue, 9th floor, New York, NY 10017.
- 1.7. "You" and "Your" refers to the entity and/or individual person consenting to, and entering into, this Agreement.
- 1.8. "Designated User/s" shall mean any and all individuals to which You will assign the means in order to use the Services ("Account"), up to such total amount of individuals referred to in the Service Program you subscribed for.
- 1.9. "User Data" - shall mean any information related to Your Designated Users that identifies an individual or may with reasonable effort identify an individual.
- 1.10. "Service Program" shall mean that certain combination, marked and chosen by You in the Registration Form filled while registering to the Services, reflecting whether the System shall be hosted on Our Servers or installed on Your Servers, certain edition of the System (Trial or Full), certain amount of permitted Servers, Terminals and Designated Users, certain amount of storage space and certain combination of applications available for use by the System.
- 1.11. "Support Services" shall mean those support services stipulated in Exhibit A to this Agreement.

1.12. "Annual Fee" shall mean the respective amounts payable to Nubo per one year of use of the Services in accordance with the relevant Service Program.

1.13. "Special Support Fee" shall have the meaning ascribed to it in Exhibit A.

1.14. "Mobile Device" shall mean any portable communication device such as, cellular phones, smart phones, tablets etc.

2. The Services

2.1. The services provided to You under this Agreement, subject to all other terms and conditions stipulated hereto, shall consist of the following rights, on a non-exclusive basis (assuming the System shall be hosted on Our Servers) (the "Services"):

2.1.1. The right for Your Designated Users to access Our Servers through the internet or otherwise in order to use the System.

2.1.2. The right for Your Designated Users to download and install the Client on each Terminal which is to be used with the System, up to such amount of Terminals referred to in the Service Program you subscribed for.

2.1.3. The right to get Support Services (if any) in accordance with the edition you chose, as reflected in the Service Program you subscribed for.

2.1.4. The right to store such data generated in the course of the Designated Users' use of the System, up to such amount of storage space referred to in the Service Program you subscribed for. For the purposes of this Clause 2.1.4, the term "Data" shall mean any applications installed on the server side of the System as well as any data stored or generated thereof.

2.2. In the event that the System shall be hosted on Your Servers, the Services granted to You shall also include a limited, non-exclusive, revocable, non-transferable license (the "License") to download, install and use a single copy in an object code format only, of the software consisting of the server side of the System (the "Licensed Software") on such amount of server within your organization as stipulated in the Service Program You subscribed for; For

avoidance of a doubt the term "Services" as used in this Agreement, shall refer also to the use of the Licensed Software (if applicable).

3. Your Responsibilities, Restrictions and Obligations

3.1. You are solely responsible:

3.1.1. For obtaining or providing, at Your sole expense, all telephone, internet service and/or leased or dedicated access lines, telephone and computer equipment, including connection equipment and modems and any other hardware or software (i) necessary to access the Services, and in case the System is hosted on Your Servers, also (ii) necessary for us to access the System in order to provide you with the Services; for the avoidance of doubt, in the event that the System shall be hosted on Your Servers, you also accept the sole responsibility for all of the necessary computer and/or telephone or communication equipment, together with the needed software, needed for hosting the System. Additionally, you shall be responsible for all telephone, Internet service and/or cable charges for connection to the Services. You understand and acknowledge that We will not be liable for network-related problems attributable to the operation of the Services and that internet and network configuration changes may affect the Service' performance and accessibility.

3.1.2. For all activity occurring under Your Designated User' accounts and with Your use of the Service, even, without limitation, if such Designated Users do not form part of Your organization, and just receive services from You.

3.1.3. For using the Service only for lawful purposes. Accordingly, you shall not do anything that encourages conduct which would constitute a criminal offense or which encourages or may encourage "hacking" or "cracking," or which gives rise to civil liability or otherwise violate any applicable local or international law.

3.1.4. To the Designated Users for all matters related to the Services and You acknowledge that we assume no responsibility whatsoever towards them. Without derogating from your overall responsibility towards all Designated Users, you are also responsible for effectively notifying and warning all Designated Users with respect to the possible outcomes of Your use and their use of the Services, as those are more fully detailed in Our website (www.Nubosoftware.com), such to include, without limitation, Your possibility to (a) monitor configuration, data and usage, including private usage, of the System by Terminals, and (b) altering data, configuration, pass codes and settings of the System accessible through the Terminals throughout the System.

3.2. Your responsibility includes compliance with all applicable local, state, national and foreign laws, treaties and regulations relating to Your, and Your Designated User' use of the Service, including those related to the protection of intellectual property, data privacy, international communications and the transmission of technical or personal data. Furthermore, You shall notify Us immediately of any unauthorized use of any password or account or any other known or suspected breach of security, and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by you.

3.3. You hereby represent and warrant that: (a) you obtained all necessary consents, permissions and waivers with respect to the collection or processing of any User Data made available to us in accordance with this Agreement; (b) you comply with any applicable data protection law or regulation with respect to the collection or processing of such User Data; (c) all User Data shall remain the sole and exclusive property of Yours, and shall be only processed by Us in accordance with your guidelines and for the sole and exclusive purposes specified in this Agreement.

3.4. The following restrictions shall apply to Your use of the Services:

3.4.1. You may not access the Services if You are a direct competitor of Nubo, except with Nubo prior written consent. In addition, You may not access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.4.2. You may not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, the Services and/or the System and/or the Client in any way; (ii) create Internet "links" to the Service or "frame" or "mirror" any content thereof on any other server, wireless or Internet-based device; or (iii) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

3.4.3. You may not, in the course of Your use of the Services (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene (including pornography, violence, terror, etc.), threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the

integrity or performance of the Service or the data contained therein; (v) attempt to gain unauthorized access to the Service or its related systems or networks; (vi) violate or cause Nubo to violate applicable law; or (vii) use the Services other than for your reasonable internal business purposes.

Furthermore, You acknowledge that We assume no responsibility for monitoring the Services for inappropriate content or conduct. If at any time Nubo chooses, in its sole discretion, to monitor the Services, Nubo nonetheless assumes no responsibility to modify or remove any inappropriate content, and no responsibility for the conduct of You or Your Designated Users uploading such content.

4. Intellectual Property Rights

4.1. The content as well as the software (including without limitation, the System and the Client), underlying the performance of the Services granted there under, in whole or in part (collectively "the Protected Material") and any extracts or output that you make from the Protected Material, are owned by Nubo and/or its suppliers, and its structure, organization and code are the valuable trade secrets of Nubo and/or its suppliers. You shall not physically receive, under no circumstances, any code, whether source code or object code, in connection to any software included in the Protected Material other than the Licensed Software in the case the System shall be hosted on Your Servers. The Protected Material is also protected by Copyright Law and International Treaty provisions. You must treat the Protected Material just as you would any other copyrighted material, such as a book. You may not copy the Protected Material. You agree not to modify, adapt, translate or make derivative works based upon the Protected Material. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the System and/or the Client. Except as stated above, this Agreement does not grant you any intellectual property rights in the Protected Material. This Agreement provides the terms and conditions under which you are permitted to use the Protected Material in the framework of the Services only. It is not an agreement for the sale of the Protected Material to you, and no title to the Protected Material passes to you.

4.2. Nubo are trademarks of Nubo. No right, license, or interest to such trademarks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to such trademarks. All other trademarks, service marks, product names and company names or logos, if any, cited herein, directly or by reference, are the property of their respective owners. Use of any of these marks without the prior written permission of the mark's owners is strictly prohibited.

5. Warranties, Limitation Of Liability, Indemnification

5.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT THE SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY NUBO, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, CONTRACTORS OR THE LIKE ("ANYONE ON ITS BEHALF") SHALL CREATE OR CONSTITUTE ANY FORM OF WARRANTY.

ACCORDINGLY, YOU AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THAT NEITHER NUBO NOR ANYONE ON ITS BEHALF, DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SERVICES NOR THAT THE OPERATION OF THE SERVICES WILL BE ERROR FREE OR MEET ANY REQUIREMENTS.

5.2. Nubo is not and shall not be liable to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of, or relating to, this Agreement and/or to the System and/or the Services. YOU ARE AWARE THAT THIS AGREEMENT'S PURPOSE IS THE EVALUATION OF THE SERVICE, AND THEREFORE, UNDER NO EVENT SHALL NUBO BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF NUBO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE, TO ANY PARTY.

You may, however, have additional rights under certain laws that do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If such laws apply, our exclusions or limitations shall apply to the fullest extent provided by the applicable laws.

5.3. NEITHER NUBO NOR ANYONE ON ITS BEHALF NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, MARKETING OR DISTRIBUTING THE SERVICES, SHALL BE LIABLE FOR

ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE OF OR INABILITY TO USE THE SERVICE DUE TO ANY CAUSE WHATSOEVER, INCLUDING ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO NUBO'S RECORDS OR SERVICES.

5.4. IN NO EVENT SHALL THE ENTIRE LIABILITY OF NUBO AND ANYONE ON ITS BEHALF FOR ALL DAMAGES, LOSSES, CLAIMS AND COSTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID BY YOU (IF ANY) TO NUBO DURING THE IMMEDIATELY PRECEDING 1 YEAR PERIOD.

5.5. You are solely responsible for your actions when using the Services, and therefore, notwithstanding the above, You shall indemnify, defend, and hold harmless Nubo, its directors, officers, employees and agents and their respective successors, heirs and assigns (the "Nubo Indemnities"), against any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon any of the Nubo Indemnities in connection with any claims, suits, actions, demands or judgments ("Claims") arising out of any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability and regardless of whether such action has any factual basis) concerning any act or omission of You, and/or Your Designated Users`,(a) in connection with the Services; or(b) which are in breach of any applicable law; or (3)which constitutes a breach of this Agreement; (4)which are in violation of any rights of any third party.

6. Confidentiality And Privacy

6.1. This Agreement is subject to the Privacy Policy of Nubo which is set forth on Our website (www.nubosoftware.com) and constitutes an integral part of this Agreement.

6.2. We shall process User Data solely for the provision of the Services and shall not process and use User Data for purposes other than those set forth in the Agreement or as instructed by You.

6.3. You will remain the data controller of User Data for the purposes of the Services and this Agreement. Consequently You will remain responsible for compliance with any legal and regulatory requirement which applies to the controller of the User Data (including providing any

required notices and obtaining any required consents) processed by Us on your behalf for the purposes of the Services and this Agreement.

6.4. You agree that We may list You as a customer and reproduce Your logo and registered trademark online or in printed materials solely to indicate that You are or were a licensee or user of the System or our products, unless and until You provide Us with a written notice not to do so.

7. Fees And Payments

7.1. Nubo offers two editions of the System: a Trial Edition which is charge-free, and a Full Edition which is subject to payments in accordance with the Service Program You subscribed for.

7.2. In case You subscribe for any Service Program other than the Trial Edition the following conditions shall apply:

7.2.1. Your use of the Services is subject, inter alia, to the full and accurate payment, in its due date of the relevant Annual Fee. The Annual Fee shall be paid to Nubo in advance for every year you subscribe for the Services and shall be non-refundable even if You stop using the Services before the expiration of the Term, or if You were, from time to time during the Term, under Admissible Suspension.

7.2.2. You shall provide Nubo with complete and accurate billing and contact information. This information includes Your legal company/organization name (if applicable), street address, telephone number, fax number (if applicable), e-mail address, and name of an authorized billing contact. You agree to update this information within 30 days of any change. If the contact information You have provided is false or fraudulent, Nubo reserves, without derogating from other remedies available to it under applicable law or this Agreement to terminate Your access to the Services.

7.2.3. If You believe Your bill is incorrect, You must contact Nubo in writing within 60 days from the date stipulated in the relevant invoice, setting forth the details of the amount in question and Your basis for asserting its inaccuracy. If You fail to approach Nubo within such timeframe, such Invoice shall be considered undisputable by You, and shall not be eligible to any adjustment, credit or refund.

7.2.4. You are solely responsible for payment of any taxes applicable by any law, resulting from your acceptance of this Agreement and/or your use of the Services, exclusive of taxes based on Nubo' income. You agree to hold Nubo harmless from all claims and liability arising from your failure to report or pay such taxes.

7.2.5. Without derogating from any remedies available to Us under this Agreement or any applicable law, You will be charged with interest of 1.5% per month (or the maximum permitted by law, whichever is less) on any outstanding debt You owe Us, plus all expenses suffered by Us, including without limitation legal fees, in connection with the collection of such debt.

7.2.6. In case of termination of this Agreement for whatever reason You agree that We may charge Your credit card or any other means of payment provided by You to Us, with any unpaid fees, or any other outstanding payment obligation You have with Us.

8. Server Uptime

8.1. In the event that the System shall be hosted on Our Servers, Nubo shall make commercial reasonable efforts (unless You subscribed for a Trial Edition only) to make sure the System will be reachable from the global internet. However, we cannot commit to a certain level of accessibility since many possible situations may cause Our Servers, from time to time, not to be reachable, and such situations are beyond Our control, such as any of the following:

8.1.1. Hardware Maintenance – occasions in which the hardware in Our Servers may need maintenance or replacement (including a defined weekly maintenance as published in Nubo' website).

8.1.2. Software Maintenance – occasions in which software updates will be required.

8.1.3. Malicious Attacks – if a third party not associated with Nubo initiates a disabling attack against Our Servers, Nubo will do everything in its power to stop the attack, but cannot guarantee a resolution time.

9. Data Storage

9.1. In the event that the System shall be hosted on Our Servers, any data uploaded to Our Server by You while using the Services, throughout the Term (the "Data") shall belong to You. Nubo shall make reasonable commercial efforts (unless You subscribed for a Trial Edition only) to keep such Data throughout the Term and for 3 months thereafter. However, We are not obliged to do so and You cannot rely on Nubo' keeping such Data, and You should make all appropriate measures required to backup such Data by other means, constantly.

9.2. In case of reestablishing Your account before the passage of 3 months from the expiration of the Term, We shall make reasonable commercial efforts to reinstate such Data to Our Servers if still possible at Our sole discretion.

9.3. Without derogating from section 9.1, You agree and acknowledge that Your Data may be irretrievably deleted from Our Servers if You are in default of any payment obligation for 90 days or more.

10. Suspension of Access to the Services

10.1. We reserve the right to suspend Your, or any of Your Designated User', access to, and use of, the Services during the Term in the following events ("Admissible Suspension"):

10.1.1. Any use of the Services which, to our opinion, (1) violates this Agreement or (2) which may be offensive, illegal or violate the rights, harm, or threaten the safety of any person or entity, or (3) excessively overloads Our Servers in a way which jeopardize Our ability to continue providing the Services in a timely matter.

10.1.2. Any delay of more than 7 days in any payment obligation You have with Us.

10.2. YOU UNDERSTAND AND AGREE THAT SUCH ADMISSIBLE SUSPENSION MAY BE UNTIL FURTHER NOTICE.

10.3. We also reserve the right to charge You with a reconnection fee in the event You ask to regain access to the Services, during the Term, after being under Admissible Suspension.

11. Term, Termination and Effect of Termination

11.1. This Agreement shall become effective as of Your indication of acceptance of its terms by checking the "I Agree" box, as indicated above, and finalization of Your registration process to the Services, and shall maintain in effect as follows:

11.1.1. If You subscribed for a Trial Edition – for a one time period of 30 days – after which this Agreement shall expire automatically.

11.1.2. If You subscribed for a Full Edition - for a period of one (1) year thereafter (the "Initial Term"). The term of the Agreement can be extended beyond the Initial Term for consecutive periods of one (1) Year each (each: an "Extended Term") by paying Us in 30 days advance the Annual Fee attributed to the Extended Term (each of the Initial Term and any Extended Term shall be referred to herein above and below: the "Term").

11.2. During each Term of this Agreement, Both You and Us may terminate this Agreement, at any time, for any or no reason ("Termination for Convenience") by providing the other party with 30 (thirty) days prior written notice.

11.3. In case of Termination for Convenience made by Us, You shall be entitled to receive, as exclusive remedy, a refund equal to the proportional portion of the Annual Fee already paid to Us for the current Term. In case of Termination for Convenience made by You, You shall not be entitled to any refund whatsoever.

11.4. Without derogating from Our right to exercise Termination for Convenience, We shall also be entitled to terminate this Agreement by a written notice with immediate effect in the following events ("Termination for Cause"):

11.4.1. If you are in breach of any of Your obligations under this Agreement and did not cure such breach within 7 days of receiving a written notice specifying such breach.

11.4.2. If any, current or future, governmental (national, state or local) regulations prevent the continuation of the provision of Our Services to You under this Agreement.

11.5. Upon termination of this Agreement, for any reason whatsoever, the following terms shall apply:

11.5.1. All rights granted to you, shall terminate automatically without You being entitled to receive any payment or refund of any fee paid by You (unless specifically expressed otherwise in this Agreement).

11.5.2. You shall remove and destroy any copies of the Client installed by Your Designated Users.

12. Support & Maintenance

12.1. Nubo DOES NOT offer charge free support and/or maintenance services, unless and in as much as specifically included in the Service Program You subscribed for, and You may not assume any kind of such undertaking on behalf of Nubo. Nevertheless, if it chooses to do so in its sole discretion, Nubo may, from time to time, upgrade the System to newer versions released, and if done so, Nubo will not be under obligation to retain any previous releases of the System and/or the Client.

12.2. Nubo may decide, however, from time to time, in its sole discretion, to provide You with Support Services, in whole, in part or in any other level, even if You subscribed for a Trial Edition, and is also free to cease providing such Support Services without notice, and without You being eligible for any compensation for such cessation.

12.3. We reserve the right to charge You with a Special Support Fee for any support services provided to You in the following events:

12.3.1. Any support services You ask for which are not included in the Support Services You are eligible to under the Service Program You subscribed for.

12.3.2. Any time spent by Us, following Your request for Support Services, if it turns out to be that the motive for such request is not covered by the Support Services You are eligible to.

12.3.3. In case the System is hosted on Your Servers - for any time spent for a visit to Your premises where Your Servers are located.

13. Miscellaneous

13.1. Enforceability. In the event that any provision of this Agreement is invalid or unenforceable under any law, such provision shall be totally ineffective to that extent, but the remaining provisions of this Agreement will be unaffected.

13.2. No Waiver. No delay or omission on the part of NUBO in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or a waiver of any right on any future occasion.

13.3. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Delaware, without reference to conflict of laws principles. Without derogating from the generality of the above, the United Nations Convention on Contracts for The International Sale of Goods shall not apply on this Agreement. You hereby irrevocably subject yourself to the exclusive jurisdiction of the courts located in the State of Delaware, in connection with any action or controversy relating to the Services, or this Agreement. Notwithstanding the foregoing, in an event that Nubo shall assign its rights and obligation hereunder to any of its affiliates, the governing law and jurisdiction with respect to this agreement shall be at the seat of such affiliate, without giving effect to its conflict of law rules.

13.4. Notices. Any Notice to be given pursuant to this Agreement shall be sent by You to Us via Registered Mail to the address stipulated in section 1.5 above, or via e-mail to the following e-mail, and shall be deemed received by Us - if sent via Registered Mail – 7 business days after being sent, and if sent via e-mail – 2 business days after you get confirmation it has been received by Us. Any Notice to be given to You shall be made via Registered Mail or email address, to the address and e-mail You filled in the Registration Form, and shall be deemed received by You - if sent via Registered Mail – 7 business days after being sent, and if sent via e-mail – 2 business days after being sent.

13.5. Whole Agreement. This Agreement, including the provisions Incorporated by reference, constitutes the sole and entire agreement with respect to Our provision of Services to You.

13.6. Modifications. NUBO may change the terms of the Services, and this Agreement, from time to time, by posting a modified copy of this Agreement on the Services, and/or Our website, or by otherwise notifying You. Those changes will be effective and binding as of posting of the notice; unless a different effective date is specified. We therefore recommend you to enter, from time to time, to our website in order to review information concerning such modifications. YOUR CONTINUED USE OF THE SERVICES FOLLOWING DELIVERY AND/OR POSTING OF A NOTICE OF MODIFICATION SHALL BE CONCLUSIVELY DEEMED AN ACCEPTANCE OF SUCH MODIFICATION. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY, AND NOTIFY US IMMEDIATELY SO THAT A TERMINATION OF YOUR ACCOUNT MAY BE PROCESSED, AND SUCH TERMINATION IS YOUR ONLY RECOURSE.

13.7. Assignment. Your rights and obligations under this Agreement may not be transferred, assigned or transferred in any other way, by operation of law or otherwise without prior written consent of NUBO. Nubo may assign its rights and obligations hereunder to any of its affiliates.

Exhibit A - Support Services

This document describes Nubo' Support Services. These services are available only within the respective Term (as defined in the Agreement), and subject to the full payment of Annual Fee.

Subject to the Agreement and to the above, Nubo shall provide You with support and error correction services (the "Support Services"), in the following manner:

1. Support Requests & Communication

Nubo support team is available online and on-telephone for both technical and user questions (working hours and connection method of support team are available at Nubo's web site - www.Nubosoftware.com, and may change from time to time upon Nubo' sole discretion).

2. Support Services For The System

Support Services for the System consist of technical support and assistance by e-mail and telephone to You and Your Designated Users. Support Services consist of receiving, classifying, and logging support requests and the assignment thereof to Nubo' technical specialists who are

responsible for troubleshooting the problem (by means of remote troubleshooting or otherwise) until it is resolved.

A problem is considered resolved when:

- o The System conforms substantially to its specifications; or
- o You have been advised on how to correct or bypass the error; or
- o You have been informed that the correction to the error will be available through a future software upgrade, or through a future update package, or through a documentation update; or
- o It has been discovered that the problem is a hardware failure within Your Servers or Terminals; or
- o It has been discovered that the problem falls within the category not covered by the Support Services, and You have been notified thereof.

If it is determined that the problem was due to your error in the use of the System and/or the Client, or hardware/connectivity issues when the System is hosted on Your Servers, or from any modifications thereof (including any modification to the database definitions, data structure or data integrity) that was neither made nor authorized by Nubo, You shall pay Nubo a Special Support Fee. "Special Support Fee" shall mean standard commercial time and materials rates defined by Us and reimbursement for all reasonable out-of-pocket expenses involved in investigating the problem.

If critical or major technical issue is to be solved with a future software upgrade, or through a future update package, or through a documentation update, Nubo will make commercially reasonable efforts to advise You on how to bypass the error.

Nubo does not guarantee problems will be fixed in any specific time frame. However, as You may understand, It is the goal of Nubo to make commercially reasonable efforts to satisfactorily resolve each incident using Nubo' support system.

When necessary, You will allow Nubo to initiate remote troubleshooting, and make available to Nubo one or more of your designated employees knowledgeable in information services at such times and to the extent as may be reasonably required by Nubo to perform its services hereunder.

The Support Services does not include (a) any on-site support or assistance at your premises, (b) installation of any of Our products, (c) any Nubo pre-sales operations or training, or (d) preparation or delivery of any documentation other than the existing product documentation (for example instructions for customer specific tasks).

3. Exclusions From Support Services

The Support Services provided by Nubo under this Agreement also do not include:

- o Maintenance or repair of hardware or other equipment belongs to You;
- o Maintenance or modifications to any software, whether such software is required for the use of the System and or the Client or not;
- o Service required due to your misuse of the System and/or the Client or alterations or modifications thereof that were not authorized or performed by Us (including any modification to the database definitions, data structure or data integrity). Upon your request, Nubo shall review any modifications to the System and/or the Client made by You to determine whether such modifications invalidate Your rights or Our instructions. Nubo shall confirm its determination to You promptly in writing. You will be charged with Special Support Fee for such Nubo' review and determination.