

Imper Terms and Conditions

Last Revised: December 22, 2024

Imper.ai, Inc. and its affiliates under common ownership and control ("**Imper**", "**our**", "**we**," or "**us**") offer a software-as-a-service solution to enterprises, intended to provide enhanced GenAI protection against social engineering, seamlessly integrating with existing communication flows and mitigate attacks in real-time ("**Services**"). These terms ("**Terms**") together with the Order Form (if executed by the parties) form a legal agreement ("**Agreement**") between Imper and you on behalf of your employer or any other entity which you represent ("**Customer**", "**you**", "**your**"). By connecting to, accessing, or using the Services, you acknowledge that you have read and understood these Terms, along with any other terms and policies referenced herein. Customer agrees to be bound by the Agreement and to comply with all laws and regulations that apply to your use of the Services and agrees that this Agreement constitutes a binding and enforceable legal contract between Imper and Customer. In the event that there is any conflict between the provisions of the Order Form and these Terms, the provisions of the Order Form shall take precedence.

ATTENTION - PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE SERVICES IN ANY MANNER.

CUSTOMER (AND ANY AUTHORIZED USER ON ITS BEHALF) HEREBY REPRESENTS, AGREES AND ACKNOWLEDGES THAT (I) THE AUTHORIZED USER HAS BEEN DESIGNATED BY THE CUSTOMER AND HAS FULL LEGAL AUTHORITY TO USE AND REGISTER TO THE SERVICES AND BIND THE CUSTOMER TO THIS AGREEMENT; AND (II) THIS AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN CUSTOMER AND IMPER.

CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT THE AUTHORIZED USER'S ACCESS AND USE OF THE SERVICES ARE PERFORMED UNDER CUSTOMER'S AUTHORIZATION AND SHALL INURE TO THE BENEFIT OR LIABILITY OF THE CUSTOMER.

1. The Services

1.1. License to use the Imper Services. Subject to Customer's compliance with the Agreement, Imper grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right and license, during the Term, to access and use the Services. It is hereby clarified that: (i) the foregoing license is subject to the usage limits detailed in an Order Form (if any) or agreed by the parties in any other manner, and Customer shall not use any means intended to exceed or circumvent such limits; (ii) the license granted herein does not grant Customer with any direct access to, or use permissions of, Imper's software code, configuration, algorithms, or other underlying technology and Customer shall not access and/or use them nor attempt to do so; and (iii) Customer's use of the Services must comply with applicable laws and technical documentation provided by Imper, as may be modified by us from time to time ("**Documentation**"). Except as stated above, no other rights in the Services are granted.

1.2. Third-Party Enterprise Applications. To benefit from the Services, you will be required to provide Imper certain access permissions to your third-party communication channels, e.g., Google Meet, Zoom, and Microsoft Teams and other internal business applications and organizational knowledge applications, which you may choose to connect through Imper's API or by other means made available by us, as part of the Services ("**Third Party Applications**"). Imper does not, in any way, endorse any such Third Party Applications or shall be in any way responsible or liable with respect to any failure or errors caused or related to such Third Party Applications. Customer's relationship with such Third Party Applications and any terms governing data collection and your payment for and use of such Third Party Applications are strictly subject to the contractual terms entered between you and the Third Party Applications.

1.3. Modification of the Services. Imper may continuously update its Services with new capabilities or offerings or replace and/or discontinue some of the capabilities with others. If we make any material adverse change in the core functionality of the Services, then we will notify you by posting an announcement on the Services or by sending you an email.

2. Imper Account

1.1. Account Registration. In order to use the Services, Imper will set up a designated account for Customer, and Customer's authorized representative ("**Authorized Users**") must register through the Services on Customer's behalf or otherwise follow Imper's account set up instructions ("**Imper Account**"). To finalize your Imper Account registration, we may require certain information which will include your name, e-mail, organization, and password, and access permissions to your organization's Third Party Applications environments. We may allow Authorized Users to invite other individuals from the Customer entity to use the Services as Authorized Users under Customer's Imper Account.

2.1. Account Security. You are responsible for maintaining the confidentiality of the login credentials (e-mail and password or any other access method implemented by Imper) of your Imper Account and for all activities that occur under your Imper Account. You agree not to disclose your login credentials to any third party, and you are responsible for any use or misuse performed through your Imper Account (including by any third party if you do choose to disclose these credentials). We reserve the right to temporarily suspend or permanently terminate your Imper Account if we determine that you or anyone on your behalf is using your Imper Account in a manner that violates the Agreement.

2.2. Responsibility for Authorized Users. Customer is solely liable and responsible for reviewing and understanding the settings and controls available through the Service and for controlling whom Customer permits to become an Authorized User and what permissions are granted to each Authorized User. Customer is responsible for the activities of all of its Authorized Users, including any decisions they may make through the Services and/or when utilizing the output thereof. Further, Customer acknowledges that any action taken by its Authorized User is deemed by Imper as an authorized action by Customer, and accordingly Customer shall have no claim in this regard.

2.3. Account Updates. If you wish to modify your Imper Account information, or if you wish to terminate your Imper Account, you may do so by contacting Imper support available at contact@imper.ai. Your Imper Account will be terminated within a reasonable time following your request in accordance with the [Privacy Policy](#), and from that date, you will no longer be able to access your Imper Account, and the permissions, rights, and licenses granted to you under this Agreement shall terminate. Please note that terminating your Imper Account may cause the loss and/or unavailability of content, features, or capacity with regard to your Imper Account. Imper shall not be liable in any way for such unavailability and/or loss.

3. Customer Data

3.1. Customer Data. As part of the Services, Customer may provide certain data through its use of the Services or otherwise make available in connection with access permissions to its Third Party Applications (collectively the "**Customer Data**"). As between Imper and Customer, Customer owns all Customer Data. Customer hereby represents and warrants that it has the full right, permissions, and consents to make the Customer Data available to Imper through the Services.

3.2. License to Customer Data. Customer hereby grants Imper a non-exclusive, non-assignable, non-transferable license to use Customer Data made available to us in the scope of Customer's use or access to the Services, for the purpose of providing the Services during the Term and improving the Services, as contemplated hereunder.

3.3. Anonymous Cumulative Information. Without derogating from the foregoing, Customer hereby grants Imper a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to use Customer Data that has been anonymized and that cannot be used to identify or otherwise understood to be related to any specific individual or to Customer, for the purpose of internal research or otherwise improving or enhancing the Services.

4. Imper's Intellectual Property Rights

4.1. Imper Intellectual Property. Any proprietary and intellectual property rights in and to the Services including any technology and content thereof, such as logos, graphics, images, as well as the selection, assembly and arrangement thereof and related materials, Imper's trademarks, trade names, copyrightable materials, designs, "look and feel," all whether or not registered and/or capable of being registered, and any and all Feedback as defined herein, (collectively, "**Imper IP**") are owned and/or licensed to Imper or its affiliates or licensors and are subject to copyright and other applicable intellectual property rights under federal and state United States law, foreign laws and international conventions.

4.2. Feedback. In the event that you provide Imper with any suggestions, comments or other feedback relating to the Services, such feedback is provided on an "As Is" basis and is deemed the sole and exclusive property of Imper.

4.3. Use Restrictions. You may not and you shall not permit any person, and/or any third party to (i) copy, modify, distribute, publicly display, transfer or create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile, disassemble or reproduce the Services, or any parts thereof, for any purpose, (ii) remove or delete any and all copyright notices, restrictions and signs indicating proprietary rights of Imper and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Services, (iii) create a browser or border environment around the Services, link, including in-line linking, to elements on the Services, such as images, posters and videos, and/or frame or mirror any part thereof or use the Services as a services bureau or otherwise to provide services which are in essence similar to the Services to third parties; (iv) transmit, distribute, display or otherwise make available through or in connection with the Services any content, including any Customer Data (as defined below), in a manner which infringes third party rights, including intellectual property rights and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with use of the Services any malware or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Services, or the servers or networks that host them or make the Services available; (vii) use the Services for and/or in connection with any form of spam, unsolicited mail or similar conduct; (viii) access and/or use any Services and/or the Imper IP in order to build a competitive product or service; (ix) publish or disclose to any third party any technical features, quality, performance or benchmark test, or comparative analyses relating to the Services; (x) bypass any measures which are used to prevent, control or restrict access to the Services and/or certain functionalities therein; (xi) infringe or violate any of the terms and conditions of these Terms. You hereby agree that upon Imper's request, you will immediately return and purge from your systems all materials and copies of the same, collected, created or used in breach of this Agreement.

5. Trial Subscription

5.1. Trial Subscription. Imper may make the Services (or any part of it) available to Customers for the purpose of evaluating the Services for reduced fees or free of charge ("**Trial Subscription**"). The term of the Trial Subscription shall commence upon your first access to the Services and continue until the earlier of (a) the end of the applicable Trial Subscription period agreed by the parties, (b) the start date of any subscription to the Services that you purchase pursuant to an Order Form, or (c) termination of the Trial Subscription by Imper for any reason, or for no reason at all, by sending you a termination notice with immediate effect.

5.2. No Warranties. The Trial Subscription is provided by Imper "as is" for limited evaluation and testing purposes only, and Imper does not warrant that the Trial Subscription will operate without error or interruption. Imper specifically disclaims all warranties, express or implied, including the implied warranties of merchantability, noninfringement, title, quality, accuracy, and fitness for a particular purpose.

6. Order Form; Fees

6.1. Order Form. We may require you to execute an order form to allow you access or to subscribe to the Services (the “**Order Form**”). An Order Form may specify and include, among others, the fees payable in consideration for your access to the Services (“**Fees**”), the scope of the Services, subscription plan and term, additional payments, and billing terms. An Order Form may be executed in various ways (as we deem appropriate), including by online forms executed electronically or agreed in writing (including via e-mail) that reflect the parties’ understanding with respect to the agreed scope of subscription and consideration. The Fees are exclusive of any tariffs, duties or taxes (however designated, levied or based and whether foreign or domestic), including (without limitation) VAT and/or sales tax. Customer will pay or reimburse Imper as the case may be for all such tariffs, duties or taxes, except for those taxes based on Imper’s income.

6.2. Payments of Fees. If Customer fails to make any payment when due, then, in addition to all other remedies that may be available, Imper may collect interest compounded daily commencing on the date such payments become due, using a monthly rate of 1.5% or the highest rate permitted by law (whichever is lower). Any payment or part of a payment that is not paid by Customer to Imper when due shall constitute sufficient cause for Imper to suspend its performance hereunder and terminate this Agreement, provided that a seven (7) business days prior notice was provided. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, all obligations to pay Fees are non-cancelable, and all payments are non-refundable. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Imper regarding future functionality or features.

6.3. Pricing Updates. Imper may modify the Fees or applicable pricing for the Services, entering into effect upon commencement of the next renewal subscription term of the relevant Order Form(s), by notifying you of such change in writing before the end of the then-current subscription term.

7. Confidentiality

7.1. Either party (a “**Disclosing Party**”) may disclose or make available to the other party (a “**Receiving Party**”) certain confidential information regarding its technology, operations and business (“**Confidential Information**”). Receiving Party agrees to use best reasonable industry measures to protect the confidentiality and not disclose the Confidential Information to any third party or use any Confidential Information except as required in the scope of this Agreement. Confidential Information shall not include information that Receiving Party can show by written evidence (a) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information, (b) was received by Receiving Party from any third party without restrictions, (c) is publicly and generally available, free of confidentiality restrictions. Receiving Party shall not be prevented from disclosing Confidential Information pursuant to a binding court order or similar binding legal requirement for disclosure, provided that Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperate in order to minimize such requirement. Receiving Party shall restrict disclosure of Confidential Information to those of its employees with a reasonable need to know such information and who are bound by written confidentiality obligations no less restrictive than those set out herein. Receiving Party shall in any event remain liable for any actions or omissions performed by its employees and service providers, as if performed by Receiving Party. Upon termination or expiration of this agreement for any reason or upon Customer’s written request, Imper shall return or permanently destroy all Customer Data in its possession.

8. Privacy and Data Security

8.1. Imper Privacy Policy. Imper is committed to protecting the personal data shared with us or that we collect in connection with your use of the Services. In the scope of the provision of the Services, certain personal data may be collected, processed, stored, and analyzed. By accessing or using the Services you agree to the Privacy Policy.

8.2. Collection and Processing of Personal Data. Imper and Customer hereby acknowledge and agree that to the extent any personal data (as such term is defined under any applicable law) is transferred by Customer to Imper in connection with the Services ("**Customer Personal Data**"), then (i) the collection, use, and processing shall be in accordance with any applicable laws, including, data protection laws, (ii) Customer shall ensure to make all necessary disclosures and obtain all required consents under applicable laws, in order to transfer such Customer Personal Data to Imper for the purposes of performance of this Agreement, (iii) Imper shall comply with all applicable laws in connection with its use of such Customer Personal Data provided to it by the Customer in connection with this Agreement, and (iv) to the extent necessary under applicable law, Imper and Customer shall enter into a Data Processing Addendum which shall govern the collection and processing of any such Customer Personal Data.

8.3. No use of Third Party Applications underlying data. Inherent to the use of the Services, Imper may have access to the underlying data available on Third Party Applications, including when conveyed through calls and other communications made by Customer's personnel through Third Party Applications ("**Underlying Data**"). The storing of such Underlying Data is not required for us to provide you with the Services, and in that respect, we will only store and process the information necessary to detect suspicious events and, when detected, store the specific characteristics of such suspicious events as necessary for the performance of the Services.

8.4. No Collection of PHI. Imper does not permit the use of Services by any Customer that is a "covered entity" or a "business associate" under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), where such use would involve access by Imper to "*protected health information*" (as defined under HIPAA). Customer represents that *protected health information* is not required to be created, received, maintained, accessed, used, disclosed or transmitted in connection with its license to use the Services as provided herein.

9. Availability of the Services

The availability and functionality of the Services depend on various factors, such as communication networks, software, hardware, Third Party Applications, and Imper's service providers and contractors. While Imper uses commercially reasonable efforts to maintain service availability, we cannot guarantee that the Services will operate in an uninterrupted or error-free manner. Imper performs service maintenance and uses commercially reasonable efforts to schedule system downtime during off-peak hours and to avoid service interruptions and delays. Imper will use commercially reasonable efforts to notify you in advance of any scheduled downtime.

10. Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT, IN PROVIDING THE SERVICES, IMPER MAY UTILIZE ARTIFICIAL INTELLIGENCE (AI) AND MACHINE LEARNING (ML) TECHNOLOGIES, INCLUDING THOSE DEVELOPED AND MAINTAINED BY THIRD-PARTY PROVIDERS ("AI TOOLS"). THESE AI TOOLS ARE INTEGRATED TO ENHANCE FUNCTIONALITY, OPTIMIZE PERFORMANCE, OR OTHERWISE IMPROVE THE SERVICES. WHILE IMPER ENDEAVORS TO ENSURE THE ACCURACY, RELIABILITY, AND SECURITY OF THESE AI TOOLS, THE OUTCOMES AND INSIGHTS GENERATED BY AI TOOLS MAY BE INFLUENCED BY INHERENT MODEL CONSTRAINTS AND OTHER FACTORS.

EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IMPER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICES (OR ANY PART THEREOF).

EXCEPT AS EXPRESSLY SET FORTH HEREIN, IMPER DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT THE SERVICES ARE COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR

COMPATIBLE WITH, ANY OF CUSTOMER'S CONTEMPLATED ACTIVITIES, SOFTWARE OR TOOLS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES AND ACKNOWLEDGES THAT THE USE OF THE SERVICES, INCLUDING THE USE OF AND/OR RELIANCE ON ANY OUTPUT DERIVED THEREFROM, IS ENTIRELY AT CUSTOMER'S OWN RISK.

11. Indemnification

11.1. Indemnification by Imper. Imper shall defend Customer from and against any claim by a third party alleging that the Services, when used as authorized under this Agreement, infringes or misappropriates such third party's trademark, United States patent, copyright, or trade secret. Imper shall indemnify and hold Customer harmless from any damages and costs finally awarded by a court of competent jurisdiction or agreed to in a settlement by Imper (including reasonable attorneys' fees). The foregoing shall not apply for claims arising from: (i) modification of the Services (or any portion thereof) by Customer; (ii) Customer improperly accessing or using the Services, in a manner other than as specified in the Documentation provided by Imper; (iii) Customer's integration and or the combination of the Services (or any portion thereof), with any third party product or component, to the extent that the infringement would not have occurred but for such integration or combination; (iv) Customer's failure to implement any updates, upgrades and new versions to the Services (or any portion thereof) provided by Imper within a commercially reasonable time period, to the extent that the infringement would not have occurred but for such failure of Customer; or (v) Customer's breach the terms of the Agreement.

11.2. Indemnification Procedure. The Customer will: (a) provide prompt written notice of the claim and give Imper sole control over the defense and settlement of the claim; and (b) provide to Imper its full and timely cooperation. Imper shall have the right to defend against any such claim with a counsel of its own choosing and to settle and/or compromise such claim as it deems appropriate provided that it will not enter into any settlement which does not fully relieve the Customer of all liability or that otherwise requires Customer to admit any wrongdoing, without Customer's written consent.

12. Limitation of Liability

12.1. EXCEPT WITH RESPECT TO DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT, AND EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT THIS AGREEMENT, FAILURE OF THE SERVICES TO PERFORM AS EXPECTED, LOSS OF GOODWILL, LOSS OF DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF IMPER TO PERFORM UNDER THIS AGREEMENT, AND ANY OTHER ACT OR OMISSION OF IMPER BY ANY OTHER CAUSE WHATSOEVER.

12.2. IF, NOTWITHSTANDING OTHER PROVISIONS OF THIS AGREEMENT, A PARTY IS FOUND TO BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THIS AGREEMENT, EITHER PARTY'S LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO IMPER UNDER APPLICABLE ORDER FORM DURING THE TWELVE 12 MONTHS PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE, AND IF NO FEES WERE CHARGED, THEN A PARTY'S LIABILITY SHALL NOT EXCEED US \$1,000. IN ANY CASE NO ACTION MAY BE BROUGHT BY CUSTOMER IN CONNECTION WITH THE SERVICES MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

12.3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT THE LIMITATIONS OF LIABILITY AND WARRANTY

DISCLAIMERS CONTAINED IN THIS AGREEMENT ARE AGREED UPON BY CUSTOMER AND IMPER AND THE PARTIES FIND SUCH LIMITATIONS AND ALLOCATION OF RISKS TO BE COMMERCIALY REASONABLE AND SUITABLE FOR THE COMMERCIAL ENGAGEMENT HEREUNDER, AND BOTH PARTIES HAVE RELIED ON THESE LIMITATIONS AND RISK ALLOCATION IN DETERMINING WHETHER TO ENTER THIS AGREEMENT.

13. Term and Termination

13.1. Term. This Agreement is effective upon (i) Customer's acceptance of these Terms, or (ii) the effective date of an applicable Order Form, whichever occurs first, and ending when terminated as described in this Section 13. Unless otherwise specified in the Order Form, (i) each Order Form will have a term of twelve (12) months (an "**Initial Term**") beginning on the effective date of such Order Form; (ii) after the Initial Term, such Order Form will automatically renew for twelve (12) month periods (each a "**Renewal Term**", and collectively, the "**Term**") unless either party provides the other party with at least sixty (60) days' written notice prior to the end of the Initial Term or the then-current Renewal Term.

13.2. Termination for Breach. Either party shall have the right to terminate this Agreement in the event that the other party is in breach of this Agreement, and such breach is not cured within thirty (30) business days of being provided with written notice and an opportunity to cure. Either party may immediately terminate this Agreement if the other party is dissolved or liquidated, becomes insolvent or unable to pay debts as they mature, or ceases to so pay, or makes an assignment for the benefit of creditors.

13.3. Effect of Termination. Upon termination of this Agreement, (i) all subscriptions, rights and licenses granted herein, and all Services provided by Imper hereunder shall terminate immediately; (ii) each party shall return to the other party or destroy all Confidential Information in its possession, custody, or control; and (iii) Customer shall remit in full all payments due to Imper, accruing prior to the date thereof, according to this Agreement and all Order Forms. Sections 4, 6, 7, 10, 12, 13, 15 and any other Sections in this Agreement which are either expressed to survive or which are by implication intended to survive termination or expiry of this Agreement shall continue to survive notwithstanding termination or expiry of this Agreement.

14. Amendments to this Agreement

Imper may change this Agreement from time to time, at its sole discretion and without any notice. Imper will notify Customers regarding substantial changes to this Agreement through the Services and/or we will send you notifications regarding such changes to the e-mail address you provided us (if applicable). Such substantial changes will take effect seven (7) days after such notice was provided on our Services or sent via email. Otherwise, all other changes to this Agreement are effective as of the stated "Last Revised" date and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

15. General

15.1. Export Controls. The Services may be subject to Israeli, U.S., or other foreign export control laws and regulations ("**Export Controls**"), and Customer acknowledges and confirms that it is not: (i) located and will not use, export, re-export, import, or otherwise make the Services (or any portion thereof) available in or to any person, entity, organization, jurisdiction, or other circumstance that violates the Export Controls; (ii) incorporated under the laws of, operating from, or ordinarily resident in a country or territory subject to comprehensive U.S. or Israeli economic or trade sanctions (currently, Cuba, Lebanon, Iran, Syria, North Korea, or the Crimea region of Ukraine), and (iii) listed on any prohibited or restricted party list, such as the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, or otherwise a target of U.S. sanctions. Without

derogating from the foregoing, Customer will comply with all applicable Export Controls that apply to Customer's use of the Services.

15.2. Relationship of the Parties. This Agreement does not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.

15.3. Governing Law and Jurisdiction. The parties expressly agree that this Agreement will be governed by the laws of the Applicable Jurisdiction without regard to its choice of law or conflicts of law principles. The Parties expressly consent to the exclusive jurisdiction and venue in the courts in the Applicable Jurisdiction, except that temporary relief to enjoin infringement of Intellectual Property rights may be sought in any court. "**Applicable Jurisdiction**" shall mean Tel-Aviv, Israel, if Customer's entity is organized under the laws of the State of Israel; or (ii) New York, NY, USA if Customer's entity is organized elsewhere.

15.4. Assignment. Neither party may assign, sublicense, or otherwise transfer any or all of its rights or obligations under this Agreement without the other party's prior written consent; provided, however, that either may assign this Agreement in its entirety (including all Order Forms), without such consent to its wholly owned affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.5. Marketing Permission. Customer grants Imper the right to use its company name and logo as a reference for marketing or promotional purposes on Imper's website and in other public or private publications or presentations with its existing or potential customers and investors, subject to Customer's standard trademark usage guidelines as may be made available to Imper by Customer. Customer may revoke said right by providing written notice to Imper at contact@imper.ai.

15.6. Severability. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

15.7. No Waiver. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

15.8. Notices. Customer acknowledges that notices provided by Imper in connection with this Agreement shall be provided as follows: via the Services, including by sending you notices through the Services, e-mail, phone, first class airmail, or overnight courier. Customer further confirms that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed delivered the earlier of (a) receipt; or (b) 24 hours of delivery. Imper shall use your contact details that we have in our records in connection with providing you notices. Notices to Imper shall be sent to contact@imper.ai.

15.9. Electronic Agreement. Without limitation, Customer agrees that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.