

SKIPPER

TERMS OF SERVICE

Updated as of June 7, 2016

THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF SERVICE (THESE “**TERMS**”) GOVERN YOUR PURCHASE AND USE OF THE SERVICES (AS DEFINED BELOW) PURCHASED BY YOU OR OTHERWISE MADE AVAILABLE FOR YOUR USE BY DATOMO LTD. (D/B/A MOBLIN/SKIPPER) (“**SKIPPER**”). PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. BY CLICKING ON THE “ACCEPT” BUTTON AND/OR SUBSCRIBING FOR OR USING THE SERVICES, YOU ARE IRREVOCABLY CONSENTING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, PLEASE REFRAIN FROM USING THE SERVICES.

YOUR CONSENT TO BE BOUND BY THESE TERMS IS BOTH ON YOUR OWN BEHALF AND ON BEHALF OF ANY CORPORATE ENTITY THAT EMPLOYS YOU OR WHICH YOU REPRESENT, AND THE TERM “**CUSTOMER**” AS USED HEREIN WILL BE DEEMED TO REFER TO BOTH YOU AND YOUR EMPLOYER, JOINTLY AND SEVERALLY. EACH OF SKIPPER AND CUSTOMER SHALL INDIVIDUALLY BE REFERRED TO HEREIN AS A “**PARTY**” AND COLLECTIVELY REFERRED TO AS THE “**PARTIES**”.

1. SERVICES.

1.1. Services. Subject to the terms and conditions of these Terms and payment of the applicable consideration, Skipper agrees to provide Customer with all or some of the services of its proprietary mobile advertising tracking and optimization platform, which provides advertising, tracking and optimization capabilities for desktop and mobile advertisement campaigns and traffic, as offered by Skipper from time to time and to which customer subscribed (the “**Services**”). The Services provided by Skipper hereunder are based on Skipper’s proprietary software platform, as updated from time to time.

1.2. Use of and Access to Services. Skipper will provide Customer with usernames and passwords to access the Services, based on the number of user subscriptions purchased by Customer. Access is limited to authorized Customer personnel. Customer is solely responsible for safeguarding and maintaining the confidentiality of the usernames and passwords. Customer shall use the Services in accordance with the Services documentation provided to Customer by Skipper from time to time or made available by Skipper via the Skipper website. Customer acknowledges and agrees that it is Customer’s responsibility to ensure that Customer has appropriate protection of its computers, software, data and applications, including any systems that Customer may use to access the Services or any other information or materials provided by Skipper and that Skipper shall have no responsibility for any computer viruses, worms, software bombs, bugs or similar items that affect Customer’s computers, computer systems, software, infrastructure or data as a result of Customer’s access to the Services or use of any other information or materials provided by Skipper.

1.3. Support. By purchasing a subscription to the Services, Customer will be entitled to the standard support offered by Skipper from time to time. Customer may also be entitled to purchase an upgraded support package, if offered by Skipper. Skipper will strive to make the Services available 24 hours a day, 7 days a week, other than downtime for scheduled maintenance or critical bug fixes. Skipper will strive to give Customer advance notice of any impending downtime 48 hours in advance or, if not possible, as much advance notice as possible, and will strive to perform scheduled maintenance during non-peak hours based on EU time.

Skipper cannot and will not be responsible or liable in any manner for any downtime or disruptions or difficulties in accessing the Services that are caused or initiated by its hosting provider or by any other third party, including internet service providers, internet network providers, cellular networks or GPS networks.

1.4. Professional Services. Customer may acquire additional professional services from Skipper, as may be offered by Skipper and requested by Customer from time to time (“**Professional Services**”). Skipper shall make its best reasonable efforts to provide any Professional Services acquired by Customer, as shall be described in a statement of work, in the form provided by Skipper and accepted by Customer, and for the consideration set forth therein. For purposes of Sections 3, 4, 6 and 7 hereof, and to the extent acquired by Customer, the term “Services” shall also include any Professional Services.

1.5. Right to Discontinue and Suspend Services. Without derogating from anything else contained herein, Skipper reserves the right to immediately discontinue or suspend access to the Services, or any portion thereof, in its sole discretion, for any reason, upon 48 (forty eight) hours prior notice to the Customer.

2. COMPENSATION.

2.1. Fees. In consideration for making the Services available to the Customer, Customer shall pay to Skipper the fees detailed in the order form made available by Skipper to Customer when subscribing to the Services plus VAT (if applicable) (the “**Fees**”). The Fees will be deducted by Skipper from the Total Spend, as described below.

2.2. Advertising Spend. In the event that the Services includes Skipper purchasing media inventory, directly or indirectly, from third party publishers, on behalf of Customer, Customer shall pay in advance a pre-paid amount for the total spend associated with the purchase of such media inventory and delivery of Advertisements provided by Customer (“**Total Spend**”) to be applied against the Fees and the cost of publishing such Advertisements, including without limitation any consideration payable to any third party publishers or any ad-exchange, supply side, or other exchange or trading platform. Skipper shall automatically debit from the Total Spend the Fees and any fees due to any publisher. Whenever the Total Spend reaches zero, Customer must immediately remit a payment to Skipper for additional Total Spend, in accordance with the payment terms set forth herein, otherwise Skipper shall suspend performance of the Services without notice to Customer and/or to terminate these Terms, in its discretion. No amount shall be included in the Total Spend until payment has been cleared and cash has been transferred to Skipper's bank account. The Total Spend balance will not accrue interest.

2.3. Payment Terms. All payments will be made in U.S. dollars, by wire transfer to the bank account designated by Skipper. Skipper may also offer the ability to pay for Services via credit card on its website. Customer must provide complete and accurate billing and contact information (“**Billing Information**”) to Skipper when registering to the Services, notify Skipper in writing of any changes to such Billing Information and keep such Billing Information up to date and accurate at all times. Customer hereby acknowledges, understands and agrees that it may not misrepresent any Billing Information and that Skipper relies upon such Billing Information for various purposes, including without limitation, for the purpose of determining the tax rate applicable to any payments made hereunder. By providing such credit card information and using the Services, Customer authorize Skipper to charge such credit card for all Services and support purchased by Customer from time to time including all automatic renewal periods, if applicable. Fees will not be refunded unless required under applicable laws. If payment is made via credit card, Skipper will provide Customer with an invoice and payment confirmation by email to the email address provided by Customer when registering for the Services or any updated email address provided by Customer in Customer's account. Notwithstanding anything else contained herein, if Customer fails to pay to Skipper any fees invoiced, within thirty (30) days following the issuance of an invoice, or if any credit card charge

is not processed or is rejected, then (i) such unpaid amount shall bear interest calculated at the rate of half percent (0.5%) per month from the date such underpaid amount was due until the date of payment to Skipper; and (ii) Skipper shall have the right, but not the obligation, to suspend performance of the Services without notice to Customer and/or to terminate these Terms pursuant to Section 5 below.

2.4. Taxes. All payments hereunder are of net income to the Skipper. Customer shall bear all taxes related to such payments (including, without limitation, sales, withholding, value-added, GST, excise, service tax, or such other transaction taxes and similar taxes) or customs duties paid or payable, however designated, in connection with the Services, other than taxes related directly to Skipper's income, and Customer shall remit all such taxes to the relevant tax authorities.

2.5. Measurements. Any fees due to Skipper hereunder shall be based on the number of billable events taking place in connection with the Services provided, based on either cost per click (CPC), cost per thousand impressions (CPM), cost per install (CPI), cost per engagement (CPE), cost per action or acquisition (CPA) and/or other measurement method, as detailed in the order form made available by Skipper and submitted by Customer when subscribing to the Services or ordering additional Services. The Services include technology for measuring billable events, clicks and/or impressions. Customer acknowledges and agrees that the usage statistics provided by the Services shall be used as a definitive measurement for determining the usage of the Services for the purpose of calculating any fees or consideration due to Skipper.

3. PROPRIETARY RIGHTS; CONFIDENTIALITY; PRIVACY.

3.1. Limitations. The right granted hereunder to Customer to use the Services is limited, non-exclusive and non-transferable. Customer may not, and may not permit or aid others to, translate, reverse engineer, decompile, disassemble, update, modify, reproduce, duplicate, copy, distribute or otherwise disseminate all or any part of the Services or its underlying software (the "**Software**"), or extract or attempt to extract source code from the object code of the Software. Customer may not use or authorize use of the Services or Software for any purpose except as explicitly specified in these Terms and may not sublicense or assign the right to use the Services to any other person or entity or make any commercial or other use of the Services or the Software, whether or not for consideration, other than for its internal business needs and as provided in the scope of the Services.

3.2. Proprietary Rights. Customer acknowledges and agrees that the Services and the Software are proprietary products of Skipper and its licensors, protected under patents, copyright laws and/or international treaties. Ownership of all applicable copyrights, trade secrets, patents, trademarks and other intellectual property rights in the Services and Software, including improvements, suggestions, modifications, feedback and the work product of any professional, integration, customization, NRE and support services provided by Skipper, and in the Confidential Information (as defined below) of Skipper, are and shall remain vested exclusively in Skipper. These Terms and the rights granted hereunder do not convey to Customer any interest in or to the Services and Software.

3.3. Confidentiality. Each Party acknowledges that in the course of dealings between the Parties, it may acquire information about the other Party (the "**Disclosing Party**"), its business activities and operations, its technical information, customers, partners and trade secrets, including, in the case of the Skipper as Disclosing Party, all information about the Software and Services, all of which are highly confidential and proprietary to the Disclosing Party (the "**Confidential Information**"). Confidential Information shall not include information, which: (i) is generally available to or known by the public, (ii) independently developed outside the scope of these Terms as documented by written records, (iii) already known by the receiving Party without an obligation of confidentiality, as documented by written records, other than pursuant to these Terms, or (iv) lawfully received from a third party without breach of these

Terms or of other duties of confidentiality. Each Party shall hold all Confidential Information of the other Party in strict confidence and shall not reveal the same except required by applicable law or pursuant to a court order or upon request of the other Party or use the Confidential Information other than for purpose of exercising its rights under these Terms. The Confidential Information shall be safeguarded with at least as great a degree of care as each Party uses to safeguard its own most confidential materials or data relating to its own business, but in no event less than a reasonable degree of care.

3.4. Privacy. To the extent that any information is collected by or on behalf of Skipper as a result of the Services, Customer hereby represents that it has received any required consents under any applicable privacy laws from the data subjects for use and for the purpose for which their information is collected by or on behalf of Skipper in accordance with its privacy policy, as may be made available on the Skipper website from time to time. The Customer shall comply with all applicable privacy laws and further agrees that it shall not use any information provided in connection with the Services to violate any applicable law or its own published privacy policy.

3.5. Third Party Components. The Services and Software may use or include third party software, files and components that are subject to open source and/or third party license terms (“**Third Party Components**”). Customer’s right to use such Third Party Components as part of, or in connection with, the Services and Software is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of any Third Party Component and these Terms, the licensing terms of such Third Party Components shall prevail in connection with the related Third Party Component. Such Third Party Components are provided on an “AS IS” basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. Under no circumstances shall the Services or Software or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

4. USE RESTRICTIONS.

4.1. Compliance with Laws. Customer will use the Services in strict compliance with all applicable laws and regulations, including without limitation laws and regulations relating to false or fraudulent advertising and to the collection, storing and transfer of personal information.

4.2. Prohibited Activity. Neither Party shall, nor shall it authorize or encourage any third party to: (a) generate impressions of or clicks on any content delivered by the Customer through the Services, including, which may consist of one or more of the following: graphics, textual, native, video and other similar formats, (each an “**Advertisement**” or an “**Ad**”) through any automated, deceptive, fraudulent or other invalid means, including but not limited to repeated manual clicks and automated query tools; (b) in any way minimize or obstruct the display of any Ads, or edit, modify, filter or change the order of the information contained in any Ads; (c) re-auction or re-sell impressions available via the Services, other than by Skipper for the purpose of facilitating the Services; (d) attempt to edit the website tags, source codes, links, pixels, modules, software development kits or other data provided by the other Party, other than by Skipper for the purpose of facilitating the Services; (e) reverse engineer, decompile or disassemble any software components of the other party, including, as applicable, the Services or the Software; (f) directly or indirectly access, launch, or activate Ads through or from, or otherwise incorporate the Ads in, any email or third-party software application, download, website, or means other than the sites comprising the Services; (g) “crawl”, “spider”, index or in any non-transitory manner store or cache information obtained from any Ads, or any part, copy, or derivative thereto; or (h) knowingly disseminate malware (each a “**Prohibited Activity**”).

4.3. Prohibited Content. The Customer shall not deliver any ads to the Services, which contain

any: (a) obscene or pornographic material, adult material, or mature content including thinly censored nudity, obscured or implied sexual acts or explicit sexual language; (b) violent content, racial intolerance, or advocacy against any individual, group, or organization; (c) hacking/cracking content; (d) content related to illicit drugs and drug paraphernalia; (e) excessive profanity; (f) gambling or promotion of gambling or promotion of consumption of alcohol or tobacco products, unless approved by Skipper; (g) content related to compensation programs where users are encouraged to click on ads or offers, perform searches, surf websites, reads emails, or similar activities; (h) sales or promotion of weapons or ammunition; (i) content that is illegal or promotes illegal activity; (j) any content that promotes discrimination or infringes on the rights of others; (k) any file-sharing or torrent sites; any offers for illegal activities, products or services or promotion of fake documents, copied material, or paper mills; (l) links to websites made for the sole purpose of clicking on Advertisements; (m) any content that is misrepresentative, defamatory, libelous, or that violates any applicable laws; (n) any content that infringes or violates any intellectual property rights including copyright, trademark, patent, right of publicity, right of privacy, moral right, or other right of any third party; (o) spyware or malware; (p) or any other content which is inappropriate or controversial subject matter of any nature, including without limitation that which pertains to illegal activity or to hacking, cracking, or warez (each “**Prohibited Content**”).

4.4. Right to Discontinue and Suspend Services. Without derogating from anything else contained herein, Skipper reserves the right to immediately discontinue or suspend access to the Services if in its reasonable determination any Prohibited Activity was committed or any Prohibited Content was delivered, via the Services by Customer or any third party. The Customer shall promptly notify Skipper of any suspected Prohibited Activity conducted or any Prohibited Content delivered, via the Services and shall provide reasonable assistance needed to identify, remove or prevent such Prohibited Activity or Prohibited Content.

5. TERM AND TERMINATION.

5.1. Term. The term of these Terms shall commence upon Customer clicking the “ACCEPT” button, subscribing to the Services and/or using the Services, and shall continue until terminated in accordance with this Section 5 (the “**Term**”).

5.2. Termination. Without derogating from Section 1.5 hereof, either Party may terminate these Terms for convenience, with or without cause, upon thirty (30) days prior written notice to the other Party, provided however, that Skipper may terminate these Terms with immediate effect without notice in case of a breach of these Terms by the Customer. In addition, Skipper may terminate these Terms or any part of the Services or support whenever Customer’s Total Spend reaches zero or at the end of any period for which Customer last paid subscription fees for the Services, as may be applicable.

5.3. Effect of Termination. Upon termination of these Terms for any reason Skipper will cease making the Services available, all rights granted to the Customer hereunder shall terminate automatically, Customer will pay Skipper for any fees due hereunder and each Party will return, or at the Disclosing Party’s request destroy, all Confidential Information and other materials of the other Party in its possession. The provisions of Sections 2, 3.2 - 3.5, 7 and 8 hereof will survive termination of these Terms for any reason. Termination of these Terms by any Party (i) will not act as a waiver of any breach of these Terms; (ii) will not act as a release of liability under these Terms; and (iii) will not entitle Customer to any refund of any payments paid by Customer or release it of its requirement to pay any payment it was required to pay for the Services prior to termination of these Terms.

6. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other

Party that: (a) it has full corporate power and authority to enter into these Terms; (b) that these Terms has been duly executed and delivered by an authorized representative of such Party; and (c) that these Terms are valid and binding upon such Party and is enforceable against such Party in accordance with its terms.

6.2. Additional Representations and Warranties of Customer; Indemnification by Customer. Customer hereby represents, warrants and declares to Skipper that (A) it has and will at all times continue to have sufficient right and title to all Advertisements with respect to which it shall use the Services, whether its own or delivered by any entity or person, to allow for such use without breaching any rights of any third party or any agreement, undertaking, law, rule or regulation; (B) it has and will at all times continue to have sufficient right and title to allow for delivery and placement of all Ads; and (C) the Advertisements shall not include any Prohibited Content; (D) it will not breach any applicable law, rule or regulation in connection with its use of the Services; and (E) it has provided and will at all times continue to maintain complete and accurate Billing Information. Skipper does not, and shall not be required to, verify the compliance of any Advertisements. Customer agrees to indemnify and hold harmless Skipper and its employees, officers, directors, affiliates and agents (“**Representatives**”), from and against all losses, claims, expenses, costs, liabilities and demands (including reasonable attorney fees) (collectively, “**Losses**”) resulting from (i) Customer’s use of the Services not in accordance with the terms and conditions contained herein, and (ii) any breach of Customer’s representations and warranties herein or otherwise from the display of the Advertisements.

6.3. Indemnification by Skipper. Skipper agrees to indemnify and hold harmless Customer and its Representatives from all Losses resulting from infringement by the Services of third parties’ intellectual property rights. The indemnification shall not apply to the extent that the infringement arises: (A) from the use of the Services in a manner for which it was not intended or outside the scope set forth herein, or (B) where the infringement results from the alteration or modification of the Services or from the combination of the Services with Customer’s systems, software, properties, Advertisements or services, or with a third party’s systems, properties, services or applications. In the event that an injunction is obtained against Customer’s use of the Services arising from a suit, claim or proceeding, or if Skipper anticipates that there is a likelihood of a claim of infringement, or determines that the following steps will assist in defending or settling a claim, suit, demand or action, Skipper may, at its option and expense, either (a) procure for Customer the right to continue using the Services; or (b) replace or modify the Services so that use thereof no longer infringes upon such intellectual property rights, so long as the utility or performance of the Services is not materially adversely affected by such replacement or modification; or (c) where (a) or (b) are not practicable, to terminate these Terms. This subsection sets forth Customer’s exclusive and entire remedy against Skipper with respect to any action, suit, demand or claim for an alleged infringement of intellectual property rights by the Services or any component thereof.

6.4. Indemnification Procedure. Each Party’s indemnification obligation is subject to (i) the Party seeking indemnification (the “**Indemnified Party**”) shall have given the Party against which indemnification is sought (the “**Indemnifying Party**”) a prompt written notice of the relevant claim, suit, demand, notice or action alleging such infringement; (ii) the Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense and settlement thereof; and (iii) the Indemnifying Party shall have sole control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof, provided that the Indemnified Party may participate in such defense at its own cost and further provided that the Indemnifying Party may not agree to any settlement or compromise without the Indemnified Party’s written consent, which shall not be unreasonably withheld, unless the settlement or compromise includes a complete release of any liability of the Indemnified Party or the Indemnifying Party undertakes in writing towards the Indemnified Party to fully pay and discharge any such liability.

7. LIMITATION ON LIABILITY; DISCLAIMER.

7.1. Limited Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL EITHER PARTY OR ITS AFFILIATES, EMPLOYEES, DIRECTORS OR OFFICERS BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL OR WORK STOPPAGE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SKIPPER'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR USE OF THE SKIPPER SERVICES AND THE DOCUMENTATION SHALL NOT EXCEED THE AGGREGATE CONSIDERATION PAID TO SKIPPER HEREUNDER DURING THE 12-MONTH PERIOD PRECEDING THE OCCURRENCE OF THE ALLEGED GROUNDS GIVING RISE TO THE FIRST CLAIMED LIABILITY.

7.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF ACCESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE MADE AVAILABLE ON AN "AS IS" BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SKIPPER MAKES NO REPRESENTATION OR WARRANTY AS TO THE BENEFIT THAT CUSTOMER WILL OBTAIN FROM ITS USE OF THE SERVICE. FURTHERMORE, NEITHER PARTY REPRESENTS OR WARRANTS THAT THE SERVICE WILL BE ERROR-FREE OR ALWAYS AVAILABLE.

7.3. Performance Disclaimer. The Services facilitates the operation of advertising campaigns, purchase of media inventory and delivery of Advertisements, based on Skipper's proprietary technology. Except as explicitly set forth herein, Skipper makes no undertakings or commitments regarding the media inventory purchased or Advertisements delivered using the Services. Skipper does not guarantee that use of the Services will necessarily result in increased traffic or monetization, which is dependent on many factors. Customer's sole remedy in the event that it is not satisfied with the results of the Services is to terminate these Terms in accordance with the provisions of Section 5 above.

7.4. Force Majeure; Internet Disclaimer. Customer acknowledges and agrees that Skipper cannot and will not be liable for any failures that are outside of its control, including force majeure, network failures, Internet failures, inability to access the Internet, malfunctions of its hosting provider and malfunctions of any servers and other equipment.

7.5. Allocation of Risk. The Parties agree that (i) the mutual agreements made in this Section 7 reflect a reasonable allocation of risk, and (ii) that each Party would not enter into the agreement under these Terms without these exclusions and limitations on liability and the exceptions set forth above.

8. MISCELLANEOUS.

8.1. Non-Exclusive Relationship; Independent Contractors. The relationship of the Parties hereunder shall be solely that of independent contractors. Skipper and Customer each acknowledge and agree that neither is an employee, employer, agent, partner or joint venturer of the other. Neither Party shall have the authority to bind the other in any way. Each Party acknowledges that the arrangements and agreements contemplated hereby are non-exclusive and nothing herein shall be deemed to restrict or limit

a Party's ability to engage in similar relationships, agreements or arrangements with any other Party.

8.2. Publicity. Skipper may use Customer's name and logo in Skipper's customer lists, marketing material and on Skipper's website. Except as expressly stated herein, neither Party shall issue a press release or other public announcement concerning these Terms or the Parties' relationship without the prior written consent of the other Party.

8.3. General. These Terms shall be governed by and construed in accordance with the laws of the State of Israel, and the competent courts located in Tel Aviv – Yaffo, Israel, will have exclusive jurisdiction, provided, however, that nothing herein shall be deemed to preclude Skipper from bringing any suit, enforcing any right or taking other legal action in any other jurisdiction. These Terms shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns. These Terms constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior agreements relating thereto. Skipper may modify or amend these Terms and/or the Services at any time, with or without notice to Customer by posting a copy of the modified or amended Terms on its website. Customer will be deemed to have agreed to any such modification or amendment by its decision to continue using the Services or purchase of any Services or support following the date in which the modified or amended Terms are posted to Skipper's website. Failure by a Party to enforce any of its rights under these Terms shall not constitute a waiver by such Party of such right or of any other right under these Terms. Skipper may freely transfer and assign its rights and obligations hereunder to its subsidiary or to a third party that acquires all or substantially all of the assets subject to these Terms or securities of Skipper or any entity into which Skipper shall merge. Any other assignment by a Party of these Terms or any rights hereunder shall require the written consent of the other Party. Headings and captions are for convenience only and are not to be used in the interpretation of these Terms. All notices under these Terms will be sent by courier service: (i) if to Skipper - to Datomo Ltd., at 16 Abba Eban Ave., Herzliya, Israel; and (ii) if to Customer - to the address provided by Customer when registering for the Services or any updated address provided by Customer in its account; or as may be otherwise notified by one Party to the other by valid notice; and will be deemed received three (3) business days after they are sent.

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