



**END USER LICENSE AGREEMENT  
TERRAZONE CLOUD-USER LICENSE AGREEMENT**

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**DEFINITIONS**

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| <b>“Affiliate”</b>                | This means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with TerraZone.   |
| <b>“AWS”</b>                      | means the Amazon Web Services marketplace, Amazon’s cloud computing platform   |
| <b>“Azure”</b>                    | Means  |
| <b>“Order”</b>                    | This means a purchase order, enterprise license agreement, or other ordering document issued by you to TerraZone or a TerraZone authorized reseller that references and incorporates this EULA and is accepted by TerraZone as set forth herein. |
| <b>“TerraZone Cloud Software”</b> | This means the TerraZone Cloud software and all Mesochronic documentation made available by TerraZone with such software.  |

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Your Order is subject to this EULA. Orders are binding on TerraZone once accepted by TerraZone. Orders for the TerraZone Cloud Software are deemed to be received upon TerraZone's delivery of the TerraZone Cloud Software included in such Order. Orders issued to TerraZone must not be signed to be valid and enforceable.

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You agree to pay all prices and fees due for the TerraZone Cloud Software purchased or obtained by you, in addition to any recurring payments that may apply, including the hourly charges listed on the AWS or Azure page for the use of the TerraZone Cloud Software. Fees are non-refundable,

and payment obligations are non-cancelable, except as provided in your purchase costs or costs prohibited by law. We expressly reserve the right to change our fees and prices at any time. Changes or modifications in prices and fees shall be communicated to you via email and effective immediately unless otherwise specified.

#### ***YOUR ACCOUNT MUST BE ACCURATE AND UP-TO-DATE***

You represent that all account information You provide is accurate and will be kept up-to-date. In addition, you will use reasonable means to protect Your account information, passwords, and other login credentials for the TerraZone Cloud Software and promptly notify TerraZone of any known unauthorized use of or access to Your account.

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We welcome Your feedback and suggestions about the TerraZone Cloud Software and look for ways to implement them wherever possible. You authorize TerraZone to use feedback and ideas. You provide in connection with Your use of the TerraZone Cloud Software for any purpose without further obligation.

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You agree to indemnify and hold TerraZone harmless from and against all costs, losses, liabilities, and expenses arising from or related to your breach of this EULA or the terms of your agreement with AWS or Azure. TerraZone is not responsible for service interruptions, Amazon, Microsoft, or third-party changes.

### ***LANGUAGE***

The parties hereto confirm their wish that this EULA and other documents relating hereto have been and shall be written in English only.

### ***MISCELLANEOUS***

Dispute Resolution and Governing Law: In the event of any controversy, dispute, or claim arising out of or related to this EULA, the parties shall follow the dispute resolution procedures as set forth: (i) the parties shall first attempt to resolve a dispute, at the written request of either party, through discussions between an authorized senior management representative of TERRAZONE and an authorized senior management representative of the licensee, (ii) If a dispute is not resolved by preceding going discussions within thirty (30) days, the parties shall, at the written request of either party, submit the dispute to a court of competent jurisdiction as follows: If the licensee is a user residing in Israel, this EULA shall be governed in all respects by the laws of the State of Israel, without regard to the conflicts of laws principles, and the courts in Tel-Aviv-Yafo, Israel shall have exclusive jurisdiction over any dispute or claim arising out of this EULA. Suppose the licensee is a user residing outside the State of Israel. In that case, this EULA shall be governed in all respects by the laws of the State of Delaware, without regard to the conflicts of laws principles. The US District Court in Wilmington, DE, shall have exclusive jurisdiction over any dispute or claim arising from this EULA. This EULA is the entire agreement between TerraZone and you concerning the subject matter hereof and supersedes any other communications, representations, or advertising concerning TerraZone Cloud Software. Suppose any provision of this EULA is held invalid or unenforceable. In that case, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability. The remainder of the EULA shall continue in full force and effect. No waiver of any right will be effective unless in writing, and no waiver of any right will constitute a waiver of any other right. You may not assign this EULA or any of your rights or obligations under this EULA without TerraZone's prior written consent. TerraZone may assign this EULA or its rights or obligations under this EULA without notice or consent to an entity that succeeds to all or substantially all of TerraZone's business or assets.

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**CONTACTS**

You may contact TerraZone at [Support](#). TerraZone may send you to notice by e-mail to the address we have on file. Please direct legal notices or correspondence to TerraZone. 8 Abba Eban Blvd. Herzliya 4672526, Israel, Attention: Legal Department.