

ARIGA – CONTRIBUTOR TERMS

These Contributor Terms apply to you (“**you**”) as a participant in Ariga Technologies Ltd.’s (“**Ariga**”, the “**Company**”, “**we**” or “**our**”) User Testing Session concerning our software products and services (the “**Session**”). By Participating in the Session and contributing suggestions and feedback (collectively, “**Feedback**”, as further defined below), you acknowledge that you have read and understood the following terms, including the terms of our **Privacy Policy** available at: <https://ariga.io/legal/privacy> (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your participation in the Session and providing the Feedback, and you acknowledge that these Terms constitute a binding and enforceable legal contract between Ariga and you.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT PARTICIPATE IN THE SESSION AND/OR PROVIDE US FEEDBACK.

1. Feedback.

By participating in the Session, you agree to consulting with representatives of the Company regarding all aspects of developing the Company’s business and associated technology, products and services and providing advice, assistance, suggestions, recommendations, evaluation and feedback to the Company regarding the Company’s business, technology, products and services (collectively, the “**Feedback**”).

You hereby agree that the services and the Feedback are provided hereunder free of charge, and that you will not be entitled to any compensation, commission, fee, bonus, reimbursement or any other form of payment, and waive any right to receive any compensation hereunder.

The Feedback shall be deemed to be non-confidential, and the Company shall have a non-exclusive, royalty-free, worldwide, perpetual license to use or incorporate any such Feedback into its current or future business, products or services (without your approval and without any consideration). For the avoidance of doubt, you are not entitled to demand the implementation of such Feedback, which is subject to the Company’s sole discretion.

2. Confidential Information.

You will treat all Confidential Information (as defined below) as strictly confidential and will not, directly or indirectly, in whole or in part, access, use, copy or remove (from the Company’s premises or control), or disclose, publish, communicate or make available to any entity or person, any Confidential Information, except with the written authorization of the Company in each instance; provided, however, that any such disclosure shall be limited to entities and persons with the need and authority to know and use Confidential Information in connection with the Company’s business and only after execution of a confidentiality agreement by such entities and persons. “**Confidential Information**” means any and all proprietary and/or confidential knowledge, data or information (in any form or medium), whether marked as confidential or proprietary or which under the circumstances ought to reasonably be treated as such, that is related, directly or indirectly, to the Company’s technology, products services and/or business as conducted and/or as proposed to be conducted or its actual or demonstrably anticipated research or development, including without limitation: the Feedback, intellectual property rights, ideas, processes, computer source and object code, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers and all memoranda, books, notes, records, email transmissions, charts, specifications, lists and other documents made, reproduced, compiled, received, held or used by you in connection with these Terms. You understand and acknowledge that Confidential Information and the Company’s ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company and improper access, use, copying, removal or disclosure of Confidential Information might cause the Company to incur financial costs, loss of business advantage, liability, civil damages and criminal penalties and may lead to action by the Company. Your obligations under these Terms with respect to any particular Confidential Information shall commence immediately upon your first access to such Confidential Information (whether before or after the Effective Date) and shall continue during and after the term of these Terms until such time as such Confidential Information has become public knowledge other than as a result of a breach of these Terms by you or by those acting in concert with you or on your behalf. Confidential Information shall remain at all times the Company’s sole

property, and these Terms do not, and shall not be construed to, grant you any license or right of any nature with respect to any Confidential Information, or materials, software or other tools made available to you by the Company. You have no right or license to use the Company's trademarks, service marks, trade names, logos, symbols or brand names.

3. No IP Development.

You shall not be involved in the development and creation of any intellectual property of the Company. To the extent that you jointly or solely conceive, develop or reduce to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which relates to the Company's Confidential Information (the "**Company Inventions**"), you hereby acknowledges that it is "work made for hire" for the benefit of the Company, that such Company Inventions is and shall remain the sole property of the Company, and you hereby assign all rights, titles and interest to such Company Inventions to the Company. You waive all right to consideration and all moral rights in respect of Company Inventions.

4. No Conflict.

You hereby represent and warrant to the Company that you are entitled to participate in the Session and to provide to the Company the Feedback in accordance with these Terms, and that the execution, delivery and performance of these Terms will not constitute a default under, a conflict with or breach of any obligation or undertaking to which you are a party or by which you are bound, and do not require the consent of any person or entity which has not been obtained by you. If at any time during the term of these Terms, such default, conflict or breach shall arise, you shall immediately notify the Company.

5. Disclaimers.

THE ENGAGEMENT HEREUNDER AND ANY SERVICES, CONFIDENTIAL INFORMATION, MATERIALS, SOFTWARE AND/OR FEEDBACK PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW AND EXCEPT AS EXPLICITLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EACH PARTY HEREBY WAIVES ANY RIGHT TO BE INDEMNIFIED IN CONNECTION WITH ANY DIRECT OR INDIRECT DAMAGES RELATING TO THE ENGAGEMENT HEREUNDER, CONSIDERING THE NATURE OF THESE TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY OTHER PARTY FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO US \$1. THE LIMITATIONS SET FORTH UNDER THIS SECTION 5 SHALL NOT APPLY TO BREACH OF CONFIDENTIALITY OBLIGATIONS, FRAUD OR WILLFUL MISCONDUCT.

6. Term and Termination.

These Terms shall remain in force until terminated by either Party by notice to the other Party, without further obligations or liabilities.

7. Amendments to the Terms

Ariga may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on our website and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change.

8. General

(a) any claim relating to the Session and/or Feedback or the use thereof and/or these Terms will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied, (b) any dispute arising out of or related to the Site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts located in the city of Tel-Aviv, Israel. You agree to waive all defenses of lack of

personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, Ariga may seek injunctive relief in any court of competent jurisdiction, (c) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (d) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (e) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign these Terms without restriction or notification, and (f) no amendment hereof will be binding unless in writing and signed by Ariga.

9. **For information, questions or notification of errors, please contact:**

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail to: hello@ariga.io.