

Terms and Conditions

These terms and conditions apply to all orders from TAG V.S. Ltd. (“TAG”), unless a specific Agreement is in place, in which case, in the event of any contradiction, the terms and conditions of the specific Agreement will govern.

Timeline and changes. Where orders include development timelines, it is expressly agreed that such timelines are guidelines only due to the R&D nature of the services. TAG will make reasonable efforts to keep the Customer updated on anticipated delays. No additional work extending beyond 10% of the total approved budget will be performed without the Customer’s prior customer approval.

Cost of Licenses and Equipment. The price quote does not include the purchase of licenses, equipment or services not specified in the quote.

Payment Terms. All prices are in US\$. Prices. All payments will be made by bank transfer or cash check. Payment is due Net 30 from the date of invoice, unless specified otherwise in the price quote or specific agreement, and under the payment schedule outlined in the price quote or specific agreement. Time & Material cost items are paid monthly in arrears. Delays in payment bear a monthly interest equal to 1%.

Any Local duties like customs & Sales taxes etc. in the customer country will be borne by the Customer. No withholdings tax shall apply. VAT and similar taxes, if applicable, will be added to the prices and are not included.

Customer Duties and Obligations. Customer is required to provide all the assistance and cooperation needed to provide the agreed services or products without delay, free of charge, in full and correctly. In particular the Customer is obligated to provide the required information, records, documentation and data, to nominate a single point of contact for TAG communications.

Limitation of Liability. Except in connection with gross negligence, willful misconduct, breach of confidentiality or of intellectual property rights, TAG shall not be liable to Customer for any incidental, indirect, special or consequential damages, including, but not limited to, loss of profit, loss of use, loss of revenues or damages to business or reputation. TAG's total liability (whether in contract, tort, negligence, statute or otherwise) related to any quote or order, for any and all claims, shall not in the aggregate exceed the expected or actual quote sum. Neither party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure .

Events of Force Majeure are events beyond the control of the party and which were

not reasonably foreseeable and whose effects are not capable of being overcome without unreasonable expense or loss of time to the party concerned. Events of Force Majeure shall include (without being limited to) war, acts of government, natural disasters, fire and explosions.

No restriction. TAG is not in any way prevented from providing similar or the same services or products to any third party whatsoever.

EULA. All use of TAG products is subject to the standard TAG EULA, available at <https://tagvs.com/eula-legal/>

Termination of Work. TAG may, at any time, terminate services under a quote if: (i) Customer is appointed a liquidator, trustee, judicial manager or other custodian or receiver for its assets; or (ii) Customer becomes a party to an insolvency, liquidation, receivership or any other similar bankruptcy proceeding which is not terminated or dismissed within thirty (30) days after it was commenced; (iii) Any material representation or warranty made by Customer shall be found to be false or misleading in any material respect; or (iv) Customer is in a material breach of these terms and conditions, including, for the avoidance of doubt, delays in payments which exceed 3 business days. Upon termination of a quote for any reason, Customer shall reimburse TAG for any and all services or expenses already performed or which are non-cancellable and for all commitments and/or purchases TAG has already made or committed to with respect to the services and which are non-cancellable.

General. No waiver or failure to act with respect to any breach or default hereunder, whether or not the other party has noticed thereof, will be deemed to be a waiver with respect to any subsequent breach of default, whether of similar or different nature. The quote, these terms and conditions and the services shall be governed by the laws of Israel and the qualified courts of Tel Aviv, Israel shall have sole and exclusive jurisdiction over any claim or matter arising under or in connection therewith.