



Lightbits Software Customer Support Guide

Apr 19, 2023

Table of Contents

INTRODUCTION	3
Contacting Lightbits Support	3
LIGHTBITS SUPPORT OFFERINGS	3
LIGHTBITS TOTALCARE SUPPORT	3
Service Scope	3
Customer Requirements	4
Service Provider Requirements	4
Service Management	4
Criteria	4
Response Times	4
How Times are Measured	5
Resolution Delivery	5
Exclusions	5
TECHNICAL SUPPORT SERVICE FOR HARDWARE PLATFORMS	6
Incidents Handling	6
SUPPORT TOOLS AND COMMUNICATION CHANNELS	6
Lightbits Support Portal	6
Lightbits Documentation Library	6
Communication Channels	6
Phone Support	6
Live Support via Slack or Telegram	7
Dedicated Support Emails	7
Opening a New Ticket	7
Opening New Case via Phone	7
Monitoring and Debugging Malfunctioning Systems	7
Unconnected Organizations	7
Appendix A. LIGHTBITS SALES QUOTATION / ORDER ACKNOWLEDGEMENT T&C	8
About Lightbits Labs™	12

INTRODUCTION

Lightbits provides full support for all of our software and hardware products. This document describes the support conditions and communication channels available for our customers.

Contacting Lightbits Support

Registered customers may contact Lightbits support using the following channels:

- Lightbits website - with access to our technical documentation and Help Center:
 - <https://www.lightbitslabs.com/support/>
- Lightbits Service Desk - to open tickets and track the resolution process:
 - <https://support.lightbitslabs.com/>
- Email: support@lightbitslabs.com
- Phone (see section [Phone Support](#) for more information)

Unique credentials for websites and phone numbers are provided directly to customers.

LIGHTBITS SUPPORT OFFERINGS

Support for Lightbits software is covered by Lightbits' sales terms and conditions and the Lightbits service plan, described in the following sections.

LIGHTBITS TOTALCARE SUPPORT

The Lightbits TotalCare Support represents a service level provided by Lightbits Labs to our customers. It covers the services required to support and sustain any deployed Lightbits products or services.

The plan does not supersede current processes and procedures, unless explicitly stated herein.

The purpose of this plan is to ensure that the proper elements and commitments are in place to provide consistent support to our customers.

The objectives of this plan are to:

- Provide a clear reference to service ownership, accountability, roles, and/or responsibilities.
- Present a clear, concise, and measurable description of services.
- Match customer expectations of our actual service support and delivery.

Service Scope

The following services are covered by this plan:

- Live telephone support
- Live Slack support
- Monitored email support
- Support portal
- Documentation library
- Remote assistance using Remote Desktop and VPN, where available
- Emergency onsite assistance (additional charges apply)

Customer Requirements

Customer responsibilities and/or requirements for supporting this plan include:

- Payment for all applicable support costs.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Granting access to supported equipment (if required) for resolving incidents.
- Making reasonable efforts to incorporate updated versions, updates, and patches of any software provided by Lightbits or on its behalf to customers. If Lightbits believes a software version fixes a reported issue and that version is not installed, Lightbits reserves the right to request the software be updated to a version specified by Lightbits before further trouble shooting the reported issue.

Service Provider Requirements

Lightbits responsibilities and/or requirements in support of this plan include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to customers for all scheduled updates and releases.

Service Management

For periods where you fully pay the applicable support services fees, Lightbits will provide the following services to (the "Support Services").

Criteria

The criteria below define the priority of the case. You can refer to the given ranking system when opening a new ticket and/or choosing a communication channel.

Priority	Description
1	Critical functionality of the Services is unavailable or inaccessible, resulting in total disruption of work or critical business impact, with no workaround available.
2	Major functionality of the Services is unavailable or significantly degraded; operations can continue in a restricted fashion, but no reasonable workaround is available.
3	Service is operational but partially degraded, or there is a problem with a non-critical feature or functionality, and an acceptable workaround or solution exists.
4	Minor problem that does not impact the functionality or delivery of the Services.

Response Times

The table below outlines the support response times per priority level.

Priority	First Response	Communication Channel *	Resolution Goal
1	4 Hours	Support Email/ Support Portal/ Phone	Lightbits and Customer will commit the necessary commercially reasonable resources around the clock - for problem resolution to obtain a workaround, or to reduce the severity of the error in commercially reasonable time.

2	12 Hours	Support Email/ Support Portal	Lightbits and Customer will use commercially reasonable efforts during normal business hours for problem resolution, to obtain a workaround or reduce the severity of the error.
3	1 Business Day	Support Email/ Support Portal	To be determined with the proposed course of action.
4	2 Business Days	Support Email/ Support Portal	To be determined with the proposed course of action.

* - Refer to [SUPPORT TOOLS AND COMMUNICATION CHANNELS](#) for more information.

How Times are Measured

The response times measure how long it takes for Lightbits to respond to your request. The response can be in the form of an email/slack response or answered call.

Depending on the plan goals, Lightbits initiates work on the resolution. If you block Lightbits progress, the processing timer is stopped and will be restarted once the required information is received.

Resolution Delivery

In order to return systems back to service, Lightbits support can implement and provide temporary fixes and workarounds. Formal validated solutions can come in either the form of a “Hot-Fix” or in the next “New Release” (as defined below).

Whenever Lightbits makes a "Hot-Fix" or "New Release" generally available to our customers who have purchased maintenance and technical support services, Lightbits will provide a copy of the same to you. This will be done via Lightbits’ maintained packages repository (or other channels Lightbits and the given customer agreed to), and you will install the same on any server on which you intend to operate the Licensed Solutions.

- A “Hot-Fix” is an interim release version of the Licensed Solutions in which certain previously identified errors (as defined below) have been corrected.
- A “New Release” is an updated version of the Licensed Solutions with certain new functions and/or features. This does not include computer programs that include substantially new or different functions, and/or features relative to the Licensed Solutions.

Both Hot-Fix Updates and New Releases will include revised documentation or release notes which, when read in conjunction with previously delivered documentation, identifies with reasonably clarity the new or differing functions and/or features of the Licensed Solutions. Upon delivery to customers, any New Release will be considered a “Licensed Solution” for the purposes of this Plan.

Exclusions

Lightbits shall not be responsible in the following cases for any failure to meet any commitments defined in the Plan:

- Where the failure is caused by the customer due to failure to comply with the obligations in this Plan or the contract with Lightbits, or any use by the customer that is not the normal intended use as detailed in the software documentation. This includes by performing unauthorized modifications to the software or not installing any critical patches to the software as released by the Company. or not installing any required releases within the time period required to do so under this or any other agreement.
- Where the customer fails to fully assist Lightbits in the fault correction.

- Lightbits obligations under this Plan shall apply to the current version of the applicable software and for two major releases thereafter, where a major release refers to the number to the left of the decimal point of the software release.
- Where the failure is caused by circumstances which are beyond Lightbits' reasonable control and ability to manage, including but not limited to: any acts of governmental authorities, natural or man-made disasters such as flood, fire, earthquakes, pandemics or acts of God, acts of war, acts of terror, civil unrest, strikes or other labor problems (other than those involving Lightbits' employees, contractors, or agents).

TECHNICAL SUPPORT SERVICE FOR HARDWARE PLATFORMS

Lightbits customers may install Lightbits SDS software on their own servers, meeting Lightbits requirements. Sample desired configurations can be found in the "Lightbits-Ready Storage Servers" document.

Incidents Handling

You can contact Lightbits support first in case of any issues with the appliance/server running the Lightbits SDS software.

Per your call, the Lightbits Support team initiates an investigation in accordance with the [LIGHTBITS SERVICE PLAN](#). If Lightbits suspects that hardware is causing the issue, Lightbits will request that you involve the hardware vendor and keep Lightbits in the loop. Lightbits stays in front and fully collaborates with you and the hardware vendor until the incident is fully resolved.

SUPPORT TOOLS AND COMMUNICATION CHANNELS

Lightbits Support Portal

Lightbits operates a customer support portal: <https://support.lightbitslabs.com/>. The support portal enables communication with the Support team, opening a new ticket, tracking incident cases, and executing queries in the Knowledge Base.

Lightbits Documentation Library

Lightbits documentation is available online for customers at: <https://www.lightbitslabs.com/support/>

Communication Channels

Phone Support

In urgent situations, the Lightbits Support team can be contacted via our support phone number:

USA & Canada: 1-866-614-9802

International: +1-408-547-4391

or by directly calling the assigned support agent.

Live Support via Slack or Telegram

Per your request, Lightbits can open a shared Slack or Telegram channel.

Dedicated Support Emails

Lightbits provides the following emails for communicating with Support:

- support@lightbitslabs.com - all emails sent to this address are broadcasted to the Lightbits Support team around the world.
- openticket@lightbitslabs.com - this email address is dedicated to opening new tickets in the issue tracking system.

Opening a New Ticket

The following are available methods for opening tickets for new cases:

- Opening a new ticket via the Support Portal - recommended for registered customers.
- Opening a new ticket via email. Lightbits provides a dedicated email address, enabling automatic ticket creation for registered customers.

Opening New Case via Phone

Opening a new ticket via phone - for critical issues as specified in the Plan table above.

Monitoring and Debugging Malfunctioning Systems

In order to investigate any failures, the Lightbits support team can request remote access to your system, to run system analyzing tools for collecting logs and statistics (note that user data is not collected).

Unconnected Organizations

Some organizations have strict limitations on open ports and allowed protocols in their data centers. Such limitations could prevent accessing the system for its debugging. In situations like this, Lightbits support relies on your readiness to assist and be guided by the Lightbits team to execute the troubleshooting suggested by Lightbits. Lightbits highly recommends keeping trained personnel in front of such collaboration work to make it more efficient.

Appendix A. LIGHTBITS SALES QUOTATION / ORDER ACKNOWLEDGEMENT T&C

All quotations and sales by Lightbits Labs Ltd. and any subsidiary thereof (collectively, "Lightbits" or the "Company") to the customers identified on the order form, invoice or sales acknowledgement form to which these Terms are attached or relate are subject to these Terms. In addition, when doing business with Lightbits, Lightbits expects that all of its employees, suppliers, customers, vendors, contractors and others with whom Lightbits does business to comply with the Lightbits Code of Business Conduct and Ethics (the "Code"), regardless of local business practices or social customs.

1. **Payment.** Terms of payment for customers are as stated in the quote from invoice date; any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower, without limiting any other right or remedy available to Lightbits, in the event that any payment is more than thirty (30) days late, Lightbits shall have the right to suspend performance under the applicable purchase order until all payments are made current; prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of the customer. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. Lightbits reserves the right in its sole and absolute discretion to modify these Terms prior to shipment, to require cash payment in advance, or to delay or cancel any shipment or order by reason of customer's credit worthiness or should the customer fail to fulfill any obligation when due.

2. **Delivery.** Delivery of all products shall be made EX WORKS (INCOTERMS 2020) Lightbits' facility. Customer should provide shipping instructions, including the selection of a carrier to ship from Lightbits' facility, or Lightbits shall do so on customer's behalf. Lightbits may ship partial orders in its reasonable discretion. Lightbits may ship orders to arrive at customer's dock up to 3 days prior to a requested on-dock date. In no event shall Lightbits have any liability in connection with shipment, nor shall the carrier be deemed to be an agent of Lightbits. All product purchases shall be deemed accepted when Lightbits makes the goods available for customer's disposal at Lightbits' facility (or Lightbits' designated shipping point) for delivery to customer or to customer's agent.

3. **Risk of Loss and Passage of Title.** Lightbits' responsibility for any loss or damage ends when Lightbits makes the goods available for customer's disposal at Lightbits' facility (or Lightbits' designated shipping point) for delivery to customer or to customer's agent. Notwithstanding anything to the contrary, any title and/or right in or to the products, shall be transferred to the customer on the date on which full payment is received by the Lightbits with respect thereto.

4. **Cancellations, Reschedules and Charges.** No order may be cancelled, rescheduled or reconfigured without Lightbits' prior written authorizations and in such event, customer will be liable to Lightbits for any additional costs and expenses incurred by Lightbits, including restocking charges. Customer shall pay for storage charges if Lightbits holds products at customer's request pending instructions or rescheduled delivery.

5. **Price Changes.** Prices are subject to change by Lightbits upon customer rescheduling or reconfiguration of orders. Prices are also subject to change in response to supplier price increases, whereupon, customer may cancel the undelivered portion of any affected order by delivering written notice to Lightbits prior to the shipment thereof and within five (5) calendar days after its receipt of notice of the price increase.

6. Limited Warranty.

Hardware Performance Warranty. Lightbits warrants to customer that for a period of one (1) year from the date of shipment, the Lightbits products (excluding software) as delivered will conform in all material respects to the product specifications in effect at the time of shipment. Customer may notify Lightbits in writing of any material nonconformance during the warranty period. Lightbits reserves the right to examine any allegedly non-conforming product and perform a failure analysis to determine if the alleged non-conformance is a result of defective materials or workmanship (in which case the remedies set forth in this Section 6 shall apply), or does not exist or was caused by improper use or installation or damage in transit or while in the control of customer (in which case customer shall have no right to any remedies hereunder). If Lightbits determines that the non-conformance was due to defective materials or workmanship, Lightbits will issue a return merchandise authorization (RMA) for the nonconforming products, and customer will return the nonconforming unit(s) to Lightbits' designated repair facility in accordance with the instructions set forth in the RMA. Lightbits shall, at its option, either (i) repair or replace nonconforming products, at Lightbits' cost, and return the conforming products to customer, or (ii) credit customer for any non-conforming products. Any such repair or replacement provided to customer will not extend the original warranty period for the products in question. The foregoing sets forth Lightbits' sole and exclusive obligation and customer's sole and exclusive remedy for any breach of the foregoing warranty. Customer shall bear all risk of loss or damage to returned products while in transit. In the event no defect or breach of warranty is discovered by Lightbits upon receipt of any returned item, the item will be returned to customer at customer's expense and customer will reimburse Lightbits for the transportation charges, labor, and associated charges incurred in testing the allegedly defective products.

7. **Delays in Performance.** Lightbits will not be liable for any failure or delay in its performance or in the delivery or shipment of products, or for any damages suffered by customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, epidemic, pandemic, flood, accident, riot, earthquake, severe weather, war, act of terror, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by Lightbits' suppliers, or any other cause or causes beyond Lightbits' reasonable control. Lightbits reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than thirty (30) days by reason of any such cause. Lightbits reserves the right to allocate products in its sole discretion among customers or potential customers, or defer or delay the shipment of any product, which is in short supply due to any such cause.

8. **Governing Law.** The rights and obligations of the parties under these Terms shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended; rather, these rights and obligations shall be governed in all respects by the laws of the State of Israel exclusively. Competent courts in Tel-Aviv-Jaffa shall have sole jurisdiction in any dispute arising between the parties. Customer hereby consents to the personal jurisdiction and venue of such Israeli courts.

9. **Order of Precedence.** All quotations and sales are made only upon these Terms and those on the front of this document and those on the order acknowledgement document to which these Terms are attached or to which these Terms relate. These Terms and not any purchase order or other customer document (which if construed to be an offer is hereby rejected), will be deemed an offer or counter-offer and are a rejection of any other terms or conditions proposed or submitted by customer. Customer, by accepting any products, making any payments, or ordering any products having previously received these Terms, will be deemed to have assented to these Terms, notwithstanding any terms contained in any prior or later communication from customer and whether or not Lightbits will specifically or expressly object to any of customer's terms. Lightbits' failure to object to any document, communication or act of customer will not be deemed a waiver of any of these Terms. A duly authorized officer of Lightbits must specifically agree to any addition or change to these Terms in writing before such addition or change will bind Lightbits.

10. **Unintended Applications.** Unless specifically otherwise agreed in writing by Lightbits, customer acknowledges that products sold by Lightbits are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify, defend and hold Lightbits harmless from any loss, cost or damage resulting from customer's breach of the provisions of this Section 10.

11. **Export.** The products and software distributed pursuant to these Terms may be subject to various national and international export control laws and regulations. Customer agrees that it will not export, reexport or transfer such items or any products developed with or utilizing such items or any other product from Lightbits in violation of any such applicable laws or regulations. Customer is responsible for obtaining any licenses required to export, reexport, transfer or import the products purchased or software licensed from Lightbits. The products purchased or software licensed may not, in the absence of authorization by U.S. and local law and regulations, as required, be used by or exported or reexported to (i) any U.S. sanctioned or embargoed country, or to nationals or residents of such countries; or (ii) to any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the Department of State's Debarred Parties List, as published and revised from time to time; or (iii) any party where the end-use involves nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles. Nothing in this Section 11 shall expand, or be deemed to expand, the rights granted to customer under these Terms.

12. **Compliance with Laws.**

Anti-Corruption. In performing its duties under these Terms, customer shall at all times comply with all applicable international, federal, state and local laws and shall not engage in any illegal or unethical practices. Customer agrees that customer has not, has no obligation to and shall not, directly or indirectly, give, offer, pay, promise to pay, or authorize the payment of money or anything of value to any other person in connection with the performance of its obligations under these Terms. Customer agrees not to take any actions that would cause it or Lightbits to violate any applicable anti-corruption laws or regulations. Customer further agrees that no officer, director, employee, or agent of customer is an "official" of any government located within the Territory as that term is defined in the under applicable law, nor shall customer employ any such "official".

a. **Data Privacy.** Customer undertakes and agrees to comply with all Applicable Laws related to Personal Data collected, transferred, or made available by a Party in connection with these Terms. Without derogating from the generality of the foregoing, each party undertakes and agrees (i) to make sufficient provisions to assure the privacy of data subjects and the confidentiality of the Personal Data; (ii) that Personal Data will not be transferred to any other person or entity either within or outside its jurisdiction (other than to its affiliates); to only process the Personal Data for purposes of performance of these Terms and in accordance with the Applicable Law; and (iv) to disclose unusual events including, without limitation, unauthorized access or use of Personal Data promptly, but no later than 24 hours following the occurrence. For the purpose of this section: "Applicable Laws" means (a) the European General Data Protection Regulations ('GDPR') or all laws and directives relating to personal data, privacy, or databases, including without limitation relating to data collection, processing, storage, use, transfer or destruction, that are in effect or; (b) any laws in the State of Israel relating to personal data and privacy or (c) any laws in any other country which apply to either. "Personal Data" shall have the same meaning as provided in the Applicable Laws and

includes both personal data and sensitive personal data including personally identifiable information.

13. **Limited Liability.** IN NO EVENT SHALL LIGHTBITS OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, HOWEVER ARISING, WHETHER IN CONNECTION WITH (AMONGST OTHER THINGS) THE FURNISHING OF PRODUCTS, SOFTWARE, PARTS, OR SERVICES HEREUNDER, OR THE PERFORMANCE, USE OF, OR INABILITY TO USE ANY PRODUCTS, SOFTWARE, PARTS, OR SERVICE, OR OTHERWISE, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LIGHTBITS HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES. LIGHTBITS' AND ITS LICENSORS' AND SUPPLIERS' MAXIMUM TOTAL AGGREGATE LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER RELATING TO THE PRODUCT SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT OR THE FEE PAID BY CUSTOMER FOR THE LICENSE OF THE SOFTWARE.

14. **Software.**

License. Any software license, software incorporated in or provided with the products, including but not limited to the Intel Integrated Software (defined below) (collectively, the "**Software**") is licensed, not sold to customer. Subject to customer's compliance with these Terms, customer is granted a limited, non-sublicensable (except as provided for in this Section 14), non-transferable, non-exclusive license to use the Software as incorporated in the products only and then only in accordance with the accompanying end user documentation thereof and for no other purposes. Subject to receipt of prior written consent from Lightbits, approved customers shall have the right to sublicense and distribute the Software in object code form only in accordance with these Terms and solely as incorporated in the products, customer shall only be permitted to sublicense and distribute the Software only in connection with the distribution and sale of the Products. Customer shall not incur or purport to incur any liability or commitment on behalf of Lightbits, or pledge or purport to pledge Lightbits' credit, or make or give any promises, representations, warranties or guarantees in respect of Lightbits' Software except such as are expressly approved by Lightbits. Except for the rights expressly granted herein, Lightbits and its licensors shall retain all right title and interest in and to the Software and all copies thereof and any derivative works thereto (by whomever created). Customer acknowledges that the Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer shall not (and shall not permit anyone else to) directly or indirectly: (i) modify or reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software (except where the foregoing is permitted by applicable local law, and then only to the extent so permitted); or (ii) remove or obscure any proprietary notices from the Software, and (iii) use Lightbits' Software in any way not specifically permitted pursuant to these Terms and the documentation. The Software structure, code, data, and any database contained therein are confidential and customer may not disclose the same to any third party. Customer agrees to comply with Lightbits' requirements with regard to proprietary and similar rights in and to any third party software, including free and open source software, incorporated in the products including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same, even if the seal on any shrink wrap item has been broken by Lightbits, and customer will indemnify Lightbits against, and hold it harmless from, any and all liability, cost or expense arising from a breach or purported breach of such requirements.

UNLESS OTHERWISE SPECIFIED UNDER THESE TERMS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS SPECIFICALLY DETAILED IN THESE TERMS, LIGHTBITS MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO LIGHTBITS' SOFTWARE, MATERIALS, INFORMATION AND SERVICES, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF AVAILABILITY, ACCURACY, RELIABILITY, USEFULNESS, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE AND ANY CONDITION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.

15. **Open Source.** The Software may use open source components. A full list of the required attributions and source code for such open source components is accessible at <https://www.lightbitlabs.com/techdoc/v2/file/Open-Source-List.pdf>. The use of such open source components may be governed by the licenses under the terms and conditions of such open source components and not in accordance with these Terms.

16. **Intellectual Property Rights.** In all cases, intellectual property rights in and to, and all technology relating to the products supplied to customer, including but not limited to, their design and all improvements thereto, and any accompanying Software, whether or not such product, design, improvement, or Software is made pursuant to customer's specifications or at customer's expense, shall be and remain the exclusive property of Lightbits and its licensors and suppliers.

17. **Support and Maintenance.** All support and maintenance services in relation to the products shall be provided in accordance with Lightbits' Customer Support Guide, which may be accessed at <https://www.lightbitlabs.com/techdoc/v2/file/Lightbits-Customer-Support-Guide.pdf>, as amended by Lightbits from time to time.

18. **Miscellaneous.** Any required notices shall be given in writing at the address of each party set forth in this quotation, or to such other address as each party may substitute by written notice to the other and shall be deemed given upon personal delivery or three days following deposit in the mail. Lightbits' failure to or delay in exercising any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Customer's relationship to Lightbits is that of a customer, not an employee or principal, and neither party is an agent or partner of the other. If any provision of these Terms is unenforceable, such provision will be changed to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Customer may not assign or delegate these Terms or its



rights or duties hereunder (by operation of law or otherwise) without the prior written consent of Lightbits. Lightbits may assign or delegate these Terms or its rights or duties hereunder without the consent of the customer. Any assignment not in conformity with the foregoing will be null and void. These Terms or sales acknowledgement form to which it is attached constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

About Lightbits Labs™

Lightbits Labs (Lightbits) is leading the digital data center transformation by making high-performance elastic block storage available to any cloud. Creators of the NVMe® over TCP (NVMe/TCP) protocol, Lightbits software-defined storage is easy to deploy at scale and delivers performance equivalent to local flash to accelerate cloud-native applications in bare metal, virtual, or containerized environments. Backed by leading enterprise investors including Cisco Investments, Dell Technologies Capital, Intel Capital, JP Morgan Chase, Lenovo, and Micron, Lightbits is on a mission to make high-performance elastic block storage simple, scalable and cost-efficient for any cloud.

 www.lightbitslabs.com

 info@lightbitslabs.com

US Offices
1830 The Alameda,
San Jose, CA 95126, USA

1412 Broadway 21st Floor
New York, NY 10018, USA

Israel Office
17 Atir Yeda Street,
Kfar Saba 4464313, Israel

The information in this document and any document referenced herein is provided for informational purposes only, is provided as is and with all faults and cannot be understood as substituting for customized service and information that might be developed by Lightbits Labs Ltd for a particular user based upon that user's particular environment. Reliance upon this document and any document referenced herein is at the user's own risk.

The software is provided "As is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement. In no event shall the contributors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use or other dealings with the software.

Unauthorized copying or distributing of included software files, via any medium is strictly prohibited.

COPYRIGHT© 2023 LIGHTBITS LABS LTD. - ALL RIGHTS RESERVED