**JOINT COMMERCIALIZATION OF DATA AGREEMENT**

This agreement (the “**Agreement**”), between theMobileye Vision Technologies, Ltd., of Hartom 13, Jerusalem, 9777513 (“**Mobileye**”) and Kav Medida Ltd. [ ] (“**Company**”), is made on the date of Company’s signature hereto (“**Effective Date**”).

Each of Mobileye and Company is a “**Party**” and, collectively, they are the “**Parties**”.

**Whereas** Mobileye has developed data layers based on aerial photos (the “**Data Layers**”); and

**Whereas** Company’s bid (the “**Bid**”) has been declared as the successful one in "Eshkolot A and B" of Netivei Israel - The National Transportation Infrastructure Company Ltd.’s ("**Netivei Israel**") Public Tender No. 48/20 for mapping traffic arrangements, mapping and completing inventory of road data and performing analysis regarding road data using AI technology; and

**Whereas** Company would like to display the Data Layers to Netivei Israel on its mapping platform in the context of delivering upon its Bid; and

**Whereas** the Parties are interested in collaborating for the above purpose (the “**Purpose**”).

**The Parties hereby agree as follows:**

1. **MOBILEYE DATA**

Mobileye owns or has possession of certain data, including the Data Layers (collectively, the “**Mobileye Data**”) and, as between the Parties, owns and shall retain all rights, interest and title, including all intellectual property rights (including patents, patent applications, design-marks, trademarks, trademark applications, service-marks, service-mark applications, copyrights, database rights, moral rights, trade secrets, or any other intellectual property rights in any relevant jurisdiction whether or not registered or capable of being registered) (“**IPR**”) in and to the Mobileye Data, and Company has and shall have no rights in or to the Mobileye Data other than as expressly set out in section ‎3.2.

1. **QUOTATIONS**
	1. Company may from time to time request that Mobileye issue a quotation, under which Mobileye will offer to make certain specified data (the “**Relevant Mobileye Data**”) available to Company for the Purpose or otherwise, on terms set out in that quotation. Mobileye may then, at its discretion, issue such quotation, substantially in the format set out in Schedule B. Such quotation will become binding upon Company’s conveyance to Mobileye of written acceptance of it, whether explicit acceptance or implicit acceptance, e.g. through Company issuing a purchase order for the Relevant Mobileye Data. An accepted quotation shall be referred to as an “**Accepted Quotation**”.
	2. Any quotation issued by Mobileye is valid for a period of 45 days only, and Mobileye may in any event withdraw it at any time by notice to the Company.
	3. In relation to the Relevant Mobileye Data to which it pertains, every Accepted Quotation (and this Agreement under which it is issued) will prevail over any inconsistent terms or conditions implied by law, trade custom, practice or course of dealing, or contained in or referred to in Company's purchase order, specification, confirmation or acceptance of quotation, or other documentation.
2. **MOBILEYE SUPPLY OF DATA AND COMPANY RIGHT OF USE**
	1. Subject to Company’s compliance with the Agreement, Mobileye shall make the Relevant Mobileye Data available to Company as a service (‘Data-as-a-Service’), in accordance with the provisions of that Accepted Quotation.
	2. Mobileye hereby grants to Company a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, limited right, only for the Term, subject to sections ‎3.3 and ‎3.4, under its rights (including its copyright and database rights) in the Relevant Mobileye Data, to (only so far as necessary for the limited purposes expressly set out in this section 3) access, view, copy and display the Relevant Mobileye Data as necessary in order to:
		1. present only to Netivei Israel, the Relevant Mobileye Data, unmodified, in GIS (geographic information system) format on the Company’s branded, proprietary, customer-facing, web-based geospatial platform identified in a relevant Accepted Quotation (the “**Platform(s)**”), solely where the Relevant Mobileye Data is comprised as a layer of information (whether or not together with other GIS layers of information) on the base map on the Platform(s), only in accordance with section ‎3.2.2, below. The web-based data products created by the presentation of the Relevant Mobileye Data on the Platform(s) in accordance with this section are referred to as “**Data Presentation Product(s)**”; and
		2. enable Netivei Israel to access and view the Relevant Mobileye Data (solely as part of a Data Presentation Product) for internal business use, solely on the terms of an agreement formed in accordance with section ‎4.2.
	3. The rights granted in section ‎3.2 are limited to the Relevant Mobileye Data itself, in the form that Mobileye provides it to Company, and do not include any express or implied right under any IPR (a) in any other technology or methods that may be necessary or useful to use, modify, generate, process, store, transmit, or use the Relevant Mobileye Data or any Data Presentation Product, (b) to make or copy any Relevant Mobileye Data containers or formats, or (c) in any modifications, results or inferences which Company is permitted to create with Relevant Mobileye Data.
	4. Company shall not use the Relevant Mobileye Data in any way other than as expressly provided in section ‎3.2, and in any event shall not:
		1. modify, reverse-engineer, disassemble, or decompile the Relevant Mobileye Data;
		2. aggregate the Relevant Mobileye Data with any other data or information in such a way that it cannot be extracted;
		3. use any Mobileye trademark or service mark or similar, other than as expressly provided herein;
		4. use or permit the use of Relevant Mobileye Data in any way that is prejudicial to Mobileye’s reputation; or
		5. seek to bypass any protections that are designed to provide security for the Relevant Mobileye Data or to protect against prohibited use of it.
	5. Company shall display the following acknowledgement on the Data Presentation Product in a conspicuous position: “*Contains data from Mobileye®*”.
	6. Mobileye may at any time change, with as much notice to Company as is reasonably practicable, the format of the Relevant Mobileye Data.
	7. Company shall use adequate technological and security measures to ensure that Relevant Mobileye Data is secure from unauthorized use or access.
	8. Company shall notify Mobileye immediately of any actual or suspected unauthorized use or disclosure of the Relevant Mobileye Data, and shall cooperate and provide full information and assistance to Mobileye in connection therewith.
	9. Company may not subject any portion of the Relevant Mobileye Data to any open data, copyleft or similar license obligations including by combining or distributing the Relevant Mobileye Data with open data in a manner that subjects Mobileye, the Relevant Mobileye Data or any portion thereof to any open data, copyleft or similar license obligations.
3. **COMMERCIALIZATION OF DATA PRESENTATION PRODUCTS**
	1. Company will use reasonable endeavors to execute an agreement with Netivei Israel for the provision of Data Presentation Products (the “**DPP Agreement**”), provided that such agreement must be no less protective of Mobileye than Schedule C. The DPP Agreement may cover all or a subset of Data Presentation Products, as agreed by the Parties in writing.
	2. Company shall be liable to Mobileye for Netivei Israel’s acts and omissions in connection with the Data Presentation Products/DPP Agreement as if such acts or omissions were Company’s own.
	3. Company shall maintain and manage its relationship with Netivei Israel, including by providing support to them in relation to the Data Presentation Products.
	4. Company is not obligated to give Mobileye any corrections, enhancements, improvements, feedback or ideas relating to the Relevant Mobileye Data or to the Data Presentation Products (“**Feedback**”). However, if Company does give Mobileye any Feedback, then Company grants to Mobileye a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable, sublicensable license under Company’s IPR in and to the Feedback, to use and disclose or otherwise exploit the Feedback without any accounting. If Company receives any Feedback from Customers or potential customers, Company shall provide that Feedback to Mobileye under the sublicense rights obtained in the relevant DPP Agreement or evaluation agreement.
	5. Mobileye or an independent auditor on its behalf may inspect Company, on reasonable notice during regular business hours, in order to confirm that Relevant Mobileye Data is being used within the terms of the Accepted Quotation pertaining to it (e.g. if applicable, that Data Presentation Products containing it are not being made available other than to Netivei Israel). In the event that Company is breaching the terms of the relevant Accepted Quotation, Company shall pay Mobileye a reasonable additional amount for such additional use as it is making of the Relevant Mobileye Data in question, without prejudice to Mobileye’s option to invoke section ‎9.2.
4. **INVOICING & PAYMENT**
	1. Mobileye will invoice Company in respect of each Accepted Quotation in the manner set out in that Accepted Quotation.
	2. Unless otherwise stated in Accepted Quotation, Company shall pay all invoices from Mobileye within 30 days of the invoice date, whether or not Company has received payment from Netivei Israel, without any deduction or set-off for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority, except for those based on Mobileye’s income; and, to the extent any such deduction or set-off is compelled, Company shall pay Mobileye such additional amount as is necessary to ensure that Mobileye receives the full amount which it would have received but for the deduction or set-off.
	3. Interest at the rate of 2% per month, or the maximum rate permitted by applicable law if lower, shall accrue on any undisputed overdue amount; and if any amount is overdue by 30 days or more, Mobileye may, without limiting its other rights and remedies, upon notice to Company, suspend future access to Relevant Mobileye Data pending full payment.
5. **COMPANY REPRESENTATIONS & WARRANTIES**

Company represents and warrants that: (i) it has full power and authority to undertake the obligations set out in this Agreement; (ii) it has not entered into any other agreements that would render it incapable of satisfactorily performing its obligations hereunder; (iii) it shall comply with all applicable laws, rules and regulations of any applicable national, state or governmental authority; (iv) it has the knowledge, experience, expertise and resources to perform its obligations under this Agreement; (v) it holds, and throughout the Term, shall maintain, all required permits, licenses, approvals, and the like; and (vi) it will comply with Mobileye’s Code of Conduct available at <https://www.mobileye.com/>.

1. **SUPPORTING DOCUMENTATION AND PROMOTIONAL MATERIALS**
	1. Mobileye may, at its discretion from time to time, provide Company with marketing information, advertising materials, technical data, samples, documentation, or any other information (“**Mobileye Materials**”) that Mobileye reasonably determines might assist Company’s efforts to promote and market Data Presentation Products. Mobileye retains all right, title and interest in and to the Mobileye Materials and no right is granted to Company in respect of the Mobileye Materials other than the right to use them for the sole purpose of the performance of this Agreement.
	2. The “**Mobileye Trademarks**” are the names, logos, brands, trade names, marketing slogans, or other marks which Mobileye uses, whether registered or not. Company may include the Mobileye Trademarks in marketing, advertising and promotional materials it creates for the promotion of the Data Presentation Products (the “**Company** **Promotional Materials**”), provided that Company shall follow Mobileye guidelines regarding the proper use of the Mobileye Trademarks.
	3. Company shall not remove, alter, obscure or obliterate any Mobileye Trademarks, or other proprietary notices incorporated in, marked on, or affixed to Relevant Mobileye Data or Company Promotional Materials. Company shall not register any trademark containing any Mobileye Trademark, confusingly similar to Mobileye Trademark (at Mobileye’s reasonable discretion) or otherwise related to Relevant Mobileye Data.
	4. All goodwill enuring from Company activities under this Agreement, including from the use of Mobileye Trademarks, shall vest in Mobileye. Company shall cooperate with Mobileye in registration and maintenance of Mobileye’s rights in the Mobileye Trademarks.
2. **CONFIDENTIALITY & EXPORT CONTROL**
	1. The provisions of the non-disclosure agreement between the Parties, details of which appears in Schedule A, shall apply to this Agreement (for the duration of this Agreement, including if the term of the non-disclosure agreement itself is shorter than this). Nothing in that NDA will give you any greater right to use, access or disclose the Relevant Mobileye Data than is expressly set out in sections ‎‎3 and ‎4.
	2. Company shall comply fully with all relevant United States and European export control laws and regulations (collectively, “**Export Control Laws**”) and in particular, shall not, directly or indirectly, export, re-export, divert, or transfer Relevant Mobileye Data (i) to any person or destination to whom/which this is restricted or prohibited by Export Control Laws nor, in any event (ii) to any of the following countries: Iran, North Korea, Lebanon, Sudan, Syria, Cuba and Iraq.
3. **TERM AND TERMINATION**
	1. This Agreement shall become effective from the Effective Date and shall, subject to sections ‎9.2 and ‎9.3 below, endure for 10 years (the “**Term**”).
	2. Termination for Cause. Mobileye may terminate this Agreement or any Accepted Quotation immediately by giving Company written notice of termination if (i) Company commits an irremediable material breach or default of this Agreement or that Accepted Quotation or if Company commits a remediable material breach or default under this Agreement or that Accepted Quotation that has not been remedied within 14 days following written notice thereof from Mobileye; (ii) any proceeding, plan or other action for the bankruptcy, rearrangement, reorganization, insolvency, dissolution or liquidation or any similar proceeding of Company is filed, adopted, commenced or threatened; (iii) Company or Company’s personnel either (a) engage in willful misconduct or act in bad faith or (b) commit a criminal offense or perpetrate a common law fraud against Mobileye; or (iv) Company undergoes a change of control which Mobileye reasonably believes may prejudice it.
	3. Termination for Convenience. Mobileye may terminate this Agreement or any Accepted Quotation for convenience and with no reason being required, by providing prior written notice of no less than 60 days to Company.
	4. Effects of Termination.
		1. Upon termination of an Accepted Quotation under section ‎9.2, Mobileye shall cease making the Relevant Mobileye Data available to Company and Company shall immediately cease using such Relevant Mobileye Data as it may hold, and then, within 30 days destroy (or at Mobileye’s option return) such Relevant Mobileye Data. Upon termination of this Agreement under section ‎9.2, the foregoing shall apply to all outstanding Accepted Quotations.
		2. Upon termination of an Accepted Quotation under section ‎9.3, Mobileye shall continue to honor that Accepted Quotation until the earlier of (i) 120 days after termination of the Accepted Quotation or (ii) the final date for making the Relevant Mobileye Data available as set out in that Accepted Quotation. Thereafter, Company shall immediately cease using such Relevant Mobileye Data as it may hold, and then, within 30 days, destroy (or at Mobileye’s option return) such Relevant Mobileye Data. Upon termination of this Agreement under section ‎9.3, the foregoing shall apply to all outstanding Accepted Quotations.
		3. Upon termination of this Agreement, whether under section ‎‎9.2 or section ‎9.3, Company shall, within 30 days (i) destroy (or at Mobileye’s option return) Mobileye Confidential Information, Promotional Materials, documentation and other materials; and (ii) cease any use of or reference to the Mobileye Trademarks.
		4. Where an Accepted Quotation survives the Agreement’s termination date, this Agreement shall continue to apply to that Accepted Quotation.
		5. Where Company continues, contrary to this section ‎9.4, to hold or use Relevant Mobileye Data beyond termination, Mobileye, without prejudice to its others rights hereunder, may charge it an equitable amount for this, irrespective of whether Company is receiving consideration for such holding or use.
4. **RELATIONSHIP**

This Agreement does not create and shall not be construed as creating an employer-employee relationship between Mobileye and Company, nor any agency, joint venture or partnership. Company is an independent contractor in the performance of this Agreement and is solely responsible for its business. Nothing in this Agreement prevents Mobileye from making Mobileye Data available to any third party under any terms, including to Netivei Israel or any other customer, nor from engaging any third party in a similar role to that undertaken hereunder by Company. Nothing in this Agreement prevents Company from acquiring and presenting data from other sources.

1. **DISCLAIMER OF WARRANTIES**
	1. The Relevant Mobileye Data is provided “as is” and “as available” without any warranty. Without prejudice to this, Company acknowledges that the scope of the Relevant Mobileye Data is dependent on external factors (such as the extent and depth of Mobileye’s geographical coverage and the availability of and quality of connectivity) all of which are subject to change from time to time.
	2. To the fullest extent permitted by applicable law, Mobileye expressly disclaims and excludes all warranties, express or implied, including as to merchantability, fitness for a particular use, accuracy, completeness, timeliness, quality, and infringement of third party IPR.
2. **IPR INDEMNITY**
	1. Company will indemnify Mobileye from and against, and at Mobileye’s discretion, defend, any allegation that Company has infringed a third party’s IPR in connection with its mapping platform or the supply of Data Presentation Products (other than any allegation that the Relevant Mobileye Data alone directly infringes), and Company will pay all losses, liabilities, and costs (including attorneys’ fees) arising from the allegation. Mobileye will notify Company in writing of any allegation for which it seeks indemnification from Company. Any delay in this notice will not relieve Company of its indemnity obligations unless the delay effects a forfeiture of material rights and defenses that Company would have otherwise been able to assert on behalf of Mobileye.
	2. Subject to the exclusions in section ‎12.3 and on the conditions in section ‎12.4, Mobileye will indemnify Company—and, at its election, defend Company—for a claim asserted against Company in a suit or action if:
		1. the claim is for direct patent infringement, for direct copyright infringement, or for Mobileye's trade secret misappropriation; and,
		2. the claim is asserted against Relevant Mobileye Data alone and not in combination with anything else, e.g. other data or technology.
	3. Notwithstanding anything else in this Agreement, Mobileye has no obligation to indemnify or defend Company for claims covered by the indemnity in section ‎12.1, or claims asserted, in whole or part, against:
		1. technology or designs that Company gave to Mobileye;
		2. technology other than Relevant Mobileye Data itself, including any technology that is necessary to generate, process, transmit or use Relevant Mobileye Data or Data Presentation Products; or
		3. the Relevant Mobileye Data’s alleged implementation of some or all of a Standard (where a “**Standard**” means a technology specification created by a government sponsored group, an industry sponsored group, or any similar group or entity that creates technology specifications to be used by others. Examples of Standards include GSM, LTE, 5G, Wi-Fi, CDMA, MPEG, and HTML. Examples of groups that create Standards include IEEE, ITU, 3GPP, and ETSI.)
	4. As a condition to Mobileye's obligations under this Section ‎12, Company must provide to Mobileye:
		1. prompt written notice of the claim and Company’s agreement to give Mobileye sole control over the defense and settlement of the claim; and,
		2. Company’s full and timely cooperation.
	5. Mobileye will not be responsible for any cost, expense, or compromise that Company makes or incurs without Mobileye's prior written consent.
	6. Mobileye may in its sole discretion and at its own expense either:
		1. procure for Company the right to continue using the Relevant Mobileye Data;
		2. replace the Relevant Mobileye Data with a non-infringing version;
		3. modify the Relevant Mobileye Data so that it becomes non-infringing; or
		4. credit Company the fees paid for the Relevant Mobileye Data, which Mobileye may condition on Company’s return or destruction of the Relevant Mobileye Data.
	7. The indemnity in section ‎12.2 is personal to Company. Company may not transfer it to anyone, including Netivei Israel.
	8. This section ‎12 states Mobileye's entire obligation and Company’s exclusive remedy for claims of patent or copyright infringement, or trade secret misappropriation, made in whole or part against Relevant Mobileye Data.
3. **LIMITATION OF LIABILITY**
	1. Except as otherwise noted in this section ‎13, Mobileye will not be liable for any of the following losses or damages (whether such losses or damages were foreseen, foreseeable, known, or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of opportunity; (vii) loss of goodwill; (viii) loss of use of the Relevant Mobileye Data; (ix) loss of reputation; (x) loss of, damage to, or corruption of data; or (xi) any indirect, incidental, special, or consequential loss or damage however caused (including loss or damage of the type specified in this section ‎13.1).
	2. Except as otherwise noted in this section ‎13, Mobileye’s total cumulative liability to Company, including for direct damages and any indemnification obligation under this Agreement (and whether the breach arises because of breach of contract, negligence, or for any other reason), will not exceed the sum paid to Mobileye under the Agreement during the six month period preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; the existence of more than one claim will not increase the limit.
	3. Nothing in the Agreement will be treated as excluding or limiting Mobileye’s liability for fraud of fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.
4. **ANTI-CORRUPTION**
	1. Company represents and warrants that, in connection with the scope of the Agreement, neither it, nor anyone acting on its behalf, has violated or shall violate the US Foreign Corrupt Practices Act; the UK Bribery Act; or any other applicable anti-corruption law (the “**Anti-Corruption Laws**”). Company represents and warrants that it has not and shall not directly, or indirectly through any other person or entity, offer, promise, authorize, solicit, pay, or give anything of value to any Government Official for the purpose of:
		1. Influencing an act or decision of the Government Official in his or her official capacity,
		2. Inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official,
		3. Securing an improper advantage, or
		4. Inducing the Government Official to use his or her influence to affect or influence any act or decision of a government or instrumentality,

in each case in order to assist Mobileye or any of its affiliates in obtaining or retaining business.

* 1. “**Government Official**” means any officer, employee, or person acting in an official capacity for any government department, agency, or instrumentality, including any state-owned or -controlled company and any public international organization, as well as any political party, political party official, or candidate for political office, and includes any agent or intermediary of any of the foregoing.
	2. Company represents and warrants that, unless previously disclosed to Mobileye in writing, none of its employees, directors, owners, officers, or principals, or any immediate family member of a director, owner, officer, or principal, is a Government Official with influence over the distribution and installation of the Products. Company shall notify Mobileye within 7 days if at any time during the term of this Agreement any of Company’s employees, directors, owners, officers or principals is named, appointed, or otherwise becomes a Government Official with influence over the subject matter of this Agreement. If, in Mobileye’s opinion, that change increases its compliance risks related to this Agreement, the parties shall work together to reach an acceptable solution. If no acceptable solution can be found, the change shall constitute grounds for Mobileye to terminate this Agreement effective immediately.
	3. Company certifies that it shall ensure that subcontractors, subagents, vendors, or any other third parties performing services in connection with this Agreement and acting under its authority or control are aware of and do not violate the Anti-Corruption Laws.
	4. If Company learns of or suspects any payment or transfer of value (or any offer or promise to pay or transfer) in connection with the distribution and installation of the Products that would violate or likely violate the Anti-Corruption Laws, it shall immediately disclose the violation or potential violation in writing to Mobileye.
	5. Company shall maintain complete and accurate records pertaining to Company’s activities performed under this Agreement for a period of seven (7) years. Company shall make available to Mobileye or Mobileye’s authorized representatives all records relating to the performance of this Agreement, including, but not limited to, the Anti-Corruption Compliance section, upon reasonable notice from Mobileye.
	6. Upon request, or should Mobileye ever become the subject of an audit or investigation by a US or other Governmental Authority, including under any anti-boycott regulations or anti-bribery legislation, Company shall fully cooperate with Mobileye in connection with such investigation and shall provide such information and records pertaining to Company’s activities hereunder.
	7. Notwithstanding anything in this Agreement to the contrary, Mobileye may terminate this Agreement effective immediately in the event Company breaches any of the above representations and warranties in this Section, or if Mobileye learns that improper payments are being or have been made to Government Officials by Company with respect to services performed on behalf or on the benefit of, Mobileye or any other company.
1. **MISCELLANEOUS**
	1. Assignment. Company may not assign this Agreement or any of its rights or obligations hereunder except with Mobileye’s prior written approval. Unapproved assignment is void. Mobileye may assign this Agreement or any of its rights and obligations under this Agreement at its discretion.
	2. Entire Understanding. This Agreement sets out the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the Parties with respect thereto. No modification of this Agreement and no waiver of any breach of this Agreement shall be effective unless made in writing, with reference to this Agreement by title and Effective Date, and is signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, nor course of dealing between the Parties, shall be construed as a waiver of any subsequent breach thereof.
	3. Prevalence of Agreement. The Agreement will prevail over any inconsistent terms or conditions implied by law, trade custom, practice or course of dealing, or contained in or referred to in a Company purchase order, specification, confirmation or acceptance of quotation.
	4. Survival. Any provisions in this Agreement that by their nature are intended to do so shall survive the termination of this Agreement.
	5. Force Majeure. Except for obligations to make payments, neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any natural calamity, act of G-d or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier, or other cause which could not have been prevented with reasonable care.
	6. Governing Law. The interpretation, construction and the remedies for enforcement or breach of this Agreement shall be construed under the laws of Israel and without giving effect to its principles of conflicts of laws. The Parties hereby consent that the competent courts located in Jerusalem shall have sole and exclusive jurisdiction over any matter arising out of, or in connection with, this Agreement, provided that Mobileye may seek specific performance or injunctive relief from any competent court in any jurisdiction in the event of any unauthorized use or disclosure of the Relevant Mobileye Data.
	7. Notices. All notices and other communications from one party to the other shall be delivered or sent by email or registered mail to the address mentioned above or to such other address as shall have been furnished by the Parties. Company will send a copy of any notice required to be given under this Agreement to Mobileye: legal@mobileye.com.

**[signatures overleaf]**

**IN WITNESS WHEREOF**, the parties have executed this agreement on the date first written above.

|  |  |
| --- | --- |
| **MOBILEYE****Mobileye Vision Technologies, Ltd.** | **COMPANY** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Schedule A**

Date of Parties’ non-disclosure agreement: [ ]

**Schedule B**

**Formatted Quotation (actual quotation may differ somewhat)**

|  |
| --- |
| **Relevant Mobileye Data:***[Table of Relevant Mobileye Data* *provided under this quotation]***Quotation terms:**1. **Applicable terms.** If there is a specific data-related agreement (a “**Specific Data-Related Agreement**”) between Mobileye and you, then this quotation is issued under, and subject to, that agreement. (For example, if there is a Joint Commercialization Data Agreement (a “**JCDA**”) between Mobileye and you, then you are a data joint commercialization partner, and this quotation is issued under, and subject to, that JCDA.)

If there is no Specific Data-Related Agreement between Mobileye and you, then this quotation is issued under, and subject to, the Mobileye Data Service Terms attached below.In any event, when you accept this quotation (be it explicitly, e.g. by countersignature or by issuing a purchase order, or implicitly, e.g. by you starting to access Mobileye data) it becomes an “**Accepted Quotation**”. An Accepted Quotation and, as applicable, the relevant Specific Data-Related Agreement or the Mobileye Data Service Terms, together makes up the entire agreement (the “**Agreement**”) between Mobileye and you in relation to the Relevant Mobileye Data (as defined in the relevant Specific Data-Related Agreement or the Mobileye Data Service Terms) which Mobileye makes available to you under the Agreement. The Agreement prevails over any inconsistent terms or conditions whether (i) implied by law, trade custom, practice or course of dealing, or (ii) contained or referred to in any of your documentation, e.g. your purchase order, specification, or confirmation or acceptance of quotation.1. **Payment terms:** Payment for the Relevant Mobileye Data is in advance, i.e. prior to and as a condition to Mobileye making that Relevant Mobileye Data available to you.
2. **Your use of Relevant Mobileye Data:** if you are a data joint commercialization partner under a JCDA, you may make Data Presentation Products (as defined there) containing the Relevant Mobileye Data set out in this quotation, available only to the following Customers, on the corresponding platforms:

*Netivei Israel - The National Transportation Infrastructure Company Ltd. – on Kav Medida’s proprietary platform*1. Depending on the nature of the Relevant Mobileye Data covered by this quotation, Mobileye may make it available to you (a) only once, (b) every so often (e.g. weekly, monthly, quarterly) for a defined period or (c) in real time for a defined period.

If Mobileye has committed to making the Relevant Mobileye Data available to you for a defined period, and the start of that period is delayed, then the end of that period will be concomitantly delayed to take account of this, such that the length of the period will not change. |

**Schedule C: mandatory provisions for DPP Agreements**

1. Company shall ensure that a DPP Agreement provides the substance of the following:
	1. that rights in respect of a Data Presentation Product are granted solely to access and view the Data Presentation Product for Netivei Israel’s own internal business purposes;
	2. that Netivei Israel may not:
		1. modify, reverse-engineer, disassemble, or decompile the Data Presentation Product, or extract the Relevant Mobileye Data from the Data Presentation Product;
		2. redisplay the Data Presentation Product (wholly or in part);
		3. use the Data Presentation Product for any purpose contrary to any law or regulation or any regulatory code, guidance or request;
		4. remove any trademarks or identifiers associated with the Data Presentation Product;
		5. use or permit the use of the Data Presentation Product in any way that is prejudicial to Mobileye’s reputation; or
		6. seek to bypass any protections that are designed to provide security for the Relevant Mobileye Data or the Data Presentation Product or to protect against prohibited use of it;
	3. that Netivei Israel is bound by any legends, disclaimers, and notices appearing from time to time in connection with the Data Presentation Product;
	4. that Netivei Israel recognize Mobileye’s rights (including its IPR) in and to the Relevant Mobileye Data;
	5. that Company may suspend or terminate provision of the Data Presentation Product to Netivei Israel immediately upon breach of any of the above provisions and for any material breach by Netivei Israel of any provision of the DPP Agreement, and in any event upon 90 days’ notice to Netivei Israel;
	6. that all warranties or representations as to, and all liabilities whether in contract, tort (including negligence) or otherwise in relation to, the quality, fitness for purpose, accuracy, completeness or timeliness of the Relevant Mobileye Data or the Data Presentation Product or as to the results to be attained by or (whether or not based on the Relevant Mobileye Data) as to any course of action determined by Netivei Israel are (to the extent permitted by law) excluded or (to the extent that any such exclusion is not permitted by law) limited to the minimum sum likely in all the circumstances to be legally enforceable;
	7. that a minimum period of one month’s notice is required prior to termination by Netivei Israel;
	8. that copies of the Data Presentation Product may only be made to the extent reasonably necessary for the following purposes: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing; and
	9. that Netivei Israel may not (except to the extent permitted by law) copy, decompile, reverse engineer or create derivative works from the Data Presentation Product.
2. Company shall ensure that all of the provisions referred to in paragraph 1 of this Schedule C are directly enforceable by Mobileye (if applicable, under the Contract (Rights of Third Parties) Act 1999).
3. If Netivei Israel gives Company any corrections, enhancements, improvements, feedback or ideas (“**Feedback**”) relating to the Data Presentation Product or Netivei Israel’s use of the Data Presentation Product, Netivei Israel gives Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable, license, which is sublicensable only to Mobileye, under Netivei Israel’s IPR in and to the Feedback, to use and disclose or otherwise exploit the Feedback without any accounting.