

## TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP TO THE SERVICE/S AND USING THE SYSTEM (AS DEFINED BELOW). BY ACCESSING OR USING THE SERVICE YOU (THE "END USER", "YOUR" OR "YOU") EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE ENTERING A LEGAL AGREEMENT WITH AQUARIUS SPECTRUM LTD ("AQUARIUS", "WE", "OUR" OR "US") AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THESE TERMS AND CONDITIONS, TOGETHER WITH OUR PRIVACY POLICY (THE "TERMS"). YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW. THESE TERMS ARE BETWEEN YOU AND **AQUARIUS** ONLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT ACCESS OR USE THE SERVICE IN ANY MANNER WHATSOEVER.

These Terms have three sections:

**Section I** applies to all grants of rights.

**Section II** applies if You are an end user who has purchased the System directly from Aquarius.

**Section III** applies if You are an end user who has purchased the System from an authorized distributor or partner of Aquarius ("**Authorized Distributor**").

### SECTION I-- TERMS APPLICABLE TO ALL GRANTS OF RIGHTS

1. **General.** Aquarius has developed an integrated system for monitoring water distribution networks enabling acoustic leakage detection, comprised of fixed vibration correlating sensors (the "**Products**"), and cloud-based automatic signal processing proprietary software (the "**Service/s**") (the "**Products**" and the "**Service**", collectively, the "**System**"). You have purchased, either from Aquarius or through an Authorized Distributor, the Products, which have been installed in accordance with Aquarius's instructions and guidelines, and now require access to the Service which may be accessed at the following designated website: <https://www.aqs-sys.com> (the "**Website**"). Part of the Services are provided to You on a software as a service basis (SaaS). Aquarius may provide You with certain updates and upgrades to the Service as they become generally commercially available. These Terms apply to the Service. You agree and acknowledge that your use of the Products is permitted solely in conjunction with the Service and neither the Service or the Products may be used with any other product or service.

2. **Fees.** The fees and payment terms for the Service shall be determined in accordance with Your agreement with Aquarius or, if You purchased a right to access the Service through an Authorized Distributor, as determined in the agreement by and between You and such Authorized Distributor (each an "**Agreement**"), or if not covered in the Agreement, in accordance with the then applicable pricelist of Aquarius (the "**Fees**"). Unless otherwise stated in the Agreement and to the maximum extent permitted by law, all amounts paid (including Fees) are non-refundable, non-cancellable, and exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties. For all versions of the Services, we reserve the right in the future to charge a fee for features and/or uses which are currently made available free of charge.

Any failure to make payment of the Fees to Aquarius, by the End User or by an Authorized Distributor on behalf of such End User, as applicable, or breach of the payment terms shall entitle Aquarius to immediately terminate or suspend access to the Service (either temporarily or indefinitely) or, if applicable, directly engage with the End User for the purpose of allowing the End User to continue to receive the Services directly from Aquarius.

3. **Limitations.** Other than the rights explicitly granted in these Terms, You shall have no other rights, express or implied, in or to the Service. Without limiting the generality of the foregoing, You agree and undertake not to, and to not permit any third party to; (i) sell, lease or distribute (by resale, license, sublicense, download, convey, pelage as security or otherwise) the Service, or any part thereof, or otherwise transfer any right to the Service; (ii) reverse engineer, decompile, disassemble, or otherwise reduce to human-perceivable form the Service's source code and or

any third party software provided by Aquarius; (iii) modify, revise, enhance, further develop, create any derivative product or alter the Service; (iv) remove, copy or allow copies of the Service to be made; (v) place the Service onto a server accessible for use by any third party; (vi) use the Service on any device that You do not own or control, and You may not distribute or make the Service available over a network where it could be used by multiple devices at the same time except as required for its proper use and operation; (vii) represent that You possess any proprietary interest in the Service; or (viii) use the Service in any illegal manner or for unlawful purposes (iv) use or launch any automated system (including without limitation, “robots” and “spiders”) to access the Service; (x) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any part of, or that enforce limitations on use of, the Service and/or (xi) use the services in any time sharing , service bureau, application services providers and/or software-as-a-service arrangement or service . Content on the Services is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

**4. Consent to Use of Data.** The Service enables You to add, create or use certain content which You provide or which is generated through your use of the Service, including, but not limited to, maps, photos, flags about leaks, accessories installed, and reports (the “**Content**”). AQUARIUS IS NOT RESPONSIBLE FOR SUCH CONTENT. ANY USE OR RELIANCE ON ANY CONTENT POSTED THROUGH THE SERVICE OR OBTAINED BY YOU THROUGH THE SERVICE IS AT YOUR OWN RISK.

Any and all data and information generated by the System due to your Content shall be made available to You, subject to your compliance with these Terms and the Agreement, including, but not limited to, the payment of the Fees.

YOU AGREE THAT AQUARIUS MAY COLLECT AND USE TECHNICAL DATA AND RELATED INFORMATION, including, but not limited to, technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Service. Aquarius may also collect data related or generated from your use of the Service for statistic analysis and usage patterns analysis and may keep it perpetually. Aquarius may use or share this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

**5. Disclaimer.** THE SERVICE IS PROVIDED TO YOU ON A “AS IS” AND “AS AVAILABLE” BASIS, AND AQUARIUS DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES' RIGHTS OR THAT IT WILL BE PROVIDED ERROR FREE, WITHOUT INTERRUPTION OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; AQUARIUS SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO ACCURACY. NO THIRD PARTY, DISTRIBUTOR, RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY CLARIFIED THAT THE PRODUCTS, IN CONJUNCTION WITH SERVICES, IS A SUPPORTIVE TOOL WITH RESPECT TO THE DETECTION AND MANAGEMENT OF LEAKS IN WATER SYSTEMS, AND SHOULD NOT BE RELIED UPON EXCLUSIVELY. THE MANNER BY WHICH ANY SPECIFIC LEAK SHOULD BE HANDLED AND/OR REPAIRED IS DEPENDENT ON NUMEROUS FACTORS WHICH ARE OUTSIDE OF THE SCOPE OF THE SYSTEM'S CAPACITY AND WHICH SHOULD BE SEPARATELY ADDRESSED AND CONSIDERED BY YOU, AT YOUR SOLE RESPONSIBILITY. UNDER NO CIRCUMSTANCES WILL AQUARIUS, ITS SHAREHOLDERS OR ANY OTHER PARTY ON ITS BEHALF BE LIABLE FOR ANY DAMAGE, LOSS, COST AND/OR EXPENSE (INCLUDING PHYSICAL INJURIES) WHICH MAY BE CAUSED TO YOU ANY ONE ACTING ON YOUR BEHALF OR TO ANY THIRD PARTY IN

CONNECTION WITH THE USE OF OR RELIANCE ON THE PRODUCTS OR SERVICES, AS THE CASE MAY BE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE, EXPENSE OR LOSS CAUSED AS A RESULT OF WATER LEAKS OR BURSTS, DAMAGES TO PIPING SYSTEMS AND THE LIKE. IN ADDITION, AQUARIUS MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO FAULT-FREE OPERATION OF THE SYSTEM AND SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR DAMAGES OR LOSSES CAUSED BY OR ATTRIBUTABLE TO INACCURATE OR ERRONEOUS MEASUREMENTS, INCLUDING, WITHOUT LIMITATION, WHEN THIS RESULTS FROM AN ERROR OF THE SYSTEM.

UNDER NO CIRCUMSTANCES WHATSOEVER WILL AQUARIUS BE LIABLE IN ANY WAY FOR ANY DAMAGE OR LIABILITY ARISING FROM (I) ANY CONTENT (WHETHER PROVIDED BY AQUARIUS OR UPLOADED BY YOU), INCLUDING, WITHOUT LIMITATION, FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY INFRINGEMENT OF THIRD PARTY'S RIGHT, LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE CONTENT AND/OR THE SERVICE; (II) SYSTEM DEFECTS RESULTING FROM THE USE OF THIRD PARTY PRODUCTS OR SERVICES; (III) FAILURE OF COMMUNICATION BY A GSM PROVIDER, INTERNET PROVIDER OR ANY OTHER COMMUNICATIONS PROVIDER; AND/OR (IV) THE UNAUTHORIZED OR EXCESSIVE USE OF THE SYSTEM OR USE OF THE SYSTEM IN A MANNER INCONSISTENT WITH THESE TERMS OR THE AGREEMENT.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AQUARIUS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SERVICES.

**6. Indemnity.** You shall indemnify, defend and hold harmless Aquarius and its directors, officers, and employees from and against any and all costs, damages, losses and/or expenses, including, without limitation, reasonable attorneys' fees and other legal expenses, due to any claim, arising from, or related to; (i) Your use of the Service; (ii) alleging that your Content infringes any right or interest of such third party; and/or (iii) Your breach of any part of these Terms and/or the Agreement (including, without limitation, the Fees). Aquarius shall give You prompt notice of any such claim made against it and shall grant You sole control of the defense of any such claim, suit or proceeding.

**7. Limitation of Liability.** IN NO EVENT SHALL AQUARIUS' LIABILITY, UNDER, ARISING OUT OF, OR RELATING TO, THESE TERMS, THE AGREEMENT, THE SERVICES OR THE SYSTEM (EVEN IF AQUARIUS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY, EXCEED THE AMOUNTS PAID BY YOU OR THE AUTHORIZED DISTRIBUTOR, AS APPLICABLE, TO AQUARIUS DURING THE SIX (6) MONTHS PRECEDING THE DATE OF THE OCCURRENCE WHICH GAVE RISE TO THE CLAIM (IF ANY). IN NO EVENT WILL AQUARIUS BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF CONTENT OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT AQUARIUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Title & Ownership.** The Services and the System is licensed as explained above and not sold to you under these Terms and/or the Agreement and you acknowledge that Aquarius retain all title, ownership rights and intellectual property rights in and to the Services and the System. We reserve all rights not expressly granted herein to the Services and the System. The Service, the System and the trademarks, service marks and logos contained therein ("**Marks**"), are the property of Aquarius, protected under applicable copyright law or other intellectual property laws and treaties. "Aquarius", the Aquarius logo, and other marks are Marks of Aquarius or its affiliates. All other trademarks, service marks, and logos used on the Service are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Service. It may also contain valuable trade secret of Aquarius. Any disclosure or unauthorized use thereof will cause irreparable harm and loss to Aquarius. All right, title and interest in and to the Service

and any derivatives thereof and modifications thereto, including associated intellectual property rights, evidenced by or embodied in and/or attached/connected/related to the Service, are and will remain with Aquarius. These Terms and any Agreement do not convey to You an interest in or to the Service, but only a limited right of use in accordance with the terms herein. Nothing in these Terms or any Agreement constitutes a waiver of Aquarius's intellectual property rights under any law.

You own the Content that You upload to the Services and You represent and warrant that You own or have obtained the rights to or in such Content, and You have the right to provide Aquarius the license granted in Section 4 to use such Content in accordance with this Terms and Agreement.

If You provide Aquarius with any suggestions or feedback of any kind, which may include suggestions or feedback concerning Services and the System, any data, customizations, features, improvements, modifications, corrections, enhancements, derivatives or extensions thereto ("**Feedback**"), such Feedback shall be deemed to be the sole property of Aquarius, and You hereby irrevocably transfer and assigns to Aquarius all intellectual property or proprietary rights in and to such Feedback and, to the maximum extent permitted by law, waives any and all moral rights that You may have in respect thereto and waives the right to claim or bring proceedings in connection with such rights.

**9. Confidentiality.** You may have access to certain non-public and/or proprietary information of Aquarius, in any form or media, including, without limitation, trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or sensitive (the "**Confidential Information**"). You shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect Aquarius's Confidential Information from disclosure to a third party. Your obligations under this Section, with respect to any Confidential Information of Aquarius, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to You at the time of disclosure by Aquarius; (b) was disclosed to You by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of You has become, generally available to the public; or (d) was independently developed by You without access to, or use of, the disclosing party's Confidential Information. You shall not use or disclose the Confidential Information of Aquarius except for performance of its obligations under these Terms and the Agreement ("**Permitted Use**"). You shall only permit access to the Aquarius' Confidential Information to Your respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with Aquarius containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to Aquarius at least as restrictive as the terms set forth herein. You will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that You notify Aquarius of such required disclosure to enable Aquarius to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of Aquarius.

**10. Third Party Software; Open Source.** The Services may contain software provided by third parties, and such third parties' software is provided "AS IS" without any warranty of any kind, and subject to the license terms of such third party software.

**11. Term and Termination.** Subject to these Terms, the Agreement, and the receipt by Aquarius of the Fees, Aquarius shall provide You access to the Services for a period commencing on the date You first access the Service and continuing for the term specified in these Terms and/or the Agreement. Without prejudice to any other rights, these Terms and your right to use the Service automatically terminates if You fail to comply with any provision of these Terms or if Your Agreement is terminated or expires, for any reason whatsoever. To the maximum extent permitted by law, we reserve the right, at any time, to: (i) discontinue or modify any aspect of the Services; and/or (ii) terminate these Terms and/or the Agreement and your use of the Services, if you engage in any conduct or activities that we determine, in our sole discretion, violate these Terms and/or

the Agreement or the rights of Aquarius or any third party, or is otherwise inappropriate, and, to the maximum extent permitted by law, Aquarius shall not be liable to you or any third party for any of the foregoing. Aquarius shall not be liable to you or any third party for termination of the Services, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Services in any way, your only recourse is to immediately discontinue use of the Services. If and to the extent applicable, upon termination of these Terms for any reason You shall be required to complete payment of all amounts or Fees due. Sections I (4)(5)(6)(7)(8)(9)(11)(12), and III(3) shall survive termination of these Terms and Agreement.

**12 General.** These Terms along with Aquarius' Privacy Policy and the Agreement constitutes the entire agreement between the parties and may not be modified except by a written agreement signed by Aquarius. If a court of competent jurisdiction finds any provision of these Terms to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms shall continue in full force and effect. You may not assign or transfer these Terms or any rights and licenses granted hereunder without Aquarius's prior written approval. Aquarius shall be entitled to assign these Terms and/or the Agreement at its sole discretion. No waiver of any breach shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. These Terms shall be governed by and construed in accordance with the laws of Israel and only the competent courts in Tel Aviv, Israel shall have jurisdiction over any dispute arising from these Terms. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. You and Aquarius are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Aquarius. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Aquarius. Nothing in these Terms and/or the Agreement shall be construed to limit or delay Aquarius' ability to seek immediate relief at law or in equity for Your breach.

## **SECTION II-- TERMS APPLICABLE TO END USERS WHO PURCHASE THE SERVICES DIRECTLY FROM AQUARIUS**

**1. Account.** In order to use the Service, You received log-in details from Aquarius which will allow You to access the Service showing only such information applicable to You ("**Account**"). You agree not to create an Account for anyone else or use the Account of another without their permission. You are responsible for maintaining the security of your log in information which You may amend or change through the Service from time to time. You are entirely responsible for all activities that occur under your account/s. You agree to notify Aquarius immediately of any unauthorized use of your account/s or any other breach of security. Aquarius will not be liable for any loss that You may incur as a result of someone else using your password or account, either with or without your knowledge. If you wish to delete your Account you may send an email request to support@aq-s-systems.com.

**2. Grant of Rights.** Subject to the terms and conditions herein, including, but not limited to, the payment of the Fees, Aquarius hereby grants to End User, and End User accepts, a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable right to access the Services and use it (including, download, install and use the System on your computer, tablet or smartphone) in order to identify water leaks in water pipes, and to observe, review, analyze and generate reports based on the data collected solely for its own business purposes.

**3. Indemnification.** Aquarius shall defend a third party claim brought against a End User that use of the Service in accordance with these Terms and the Agreement infringes any duly registered third party patent or copyright right ("**Claims**") and shall indemnify End User against all damages and liabilities finally awarded arising out of such Claims. Aquarius's foregoing defense and indemnity obligation is subject to the limitation of liability set forth herein, and shall not extend to claims based on (i) unauthorized use, modification, or repairs of the Service made by any third party other than Aquarius; (ii) the combination of the Service with items not supplied by Aquarius; (iii) open source software components; or (iv) Your use of the Service not in accordance with

Aquarius's instructions or specifications. As a condition to Aquarius's indemnity obligation End User shall give Aquarius prompt notice of any such claim, grant Aquarius sole control of the defense and/or settlement of any such claim and provide reasonable assistance as requested by Aquarius. If the Service or part thereof becomes, or in Aquarius's opinion may become, subject to a Claim or End User's use thereof may be otherwise enjoined, Aquarius may, at its option, either: (i) procure for End User the right to continue using the Service; (ii) replace or modify the Service, so that it is non-infringing; or (iii) if neither of the foregoing alternatives is reasonably practical, terminate these Terms and the Agreement.4. **Support Services.** Subject to your full adherence to your obligations under your Agreement and these Terms, Aquarius shall provide You technical support services in accordance with the terms and conditions set forth in the Agreement (the "**Support Services**"). In the event Your Agreement does not make reference to the Support Services, You will not be entitled to receive Support Services from Aquarius.

### **SECTION III-- TERMS APPLICABLE TO AN END USER WHO PURCHASED THE SERVICE THROUGH AN AUTHORIZED DISTRIBUTOR**

1. **Account.** In order to use the Service, You received log-in details from the Authorized Distributor which will allow You to access the Service showing only such information applicable to You. You agree not to create an Account for anyone else or use the account of another without their permission. You are responsible for maintaining the confidentiality of your password and account. You are entirely responsible for all activities that occur under your account/s. You agree to notify Aquarius or the Authorized Distributor immediately of any unauthorized use of your account/s or any other breach of security. Aquarius will not be liable for any loss that You may incur as a result of someone else using your password or account, either with or without your knowledge. If you wish to delete your Account you may send an email request Aquarius support@aq-systems.com.

2. **Grant of Rights.** Subject to the terms and conditions herein, including, but not limited to, the receipt by Aquarius of the Fees, Aquarius hereby grants to End User, and End User accepts, limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable right to access the Service, and use it (including, download, install and use the System on your computer, tablet or smartphone) in order to identify water leaks in water pipes, and to observe, review, analyze and generate reports based on the data collected solely for its own business purposes.

3. **Disclaimer.** You acknowledge that in the event You purchased the Product or Service from an Authorized Distributor, to the maximum extent permitted by law, Aquarius shall have no responsibility to actually deliver or otherwise provide You with the Product or Services (except for analysis services) and that any and all liability, rights or obligations other than those set out herein shall be solely and exclusively between You and the Authorized Distributor. Aquarius shall have no liability with regard to any terms other than those set out herein.

4. **Support Services.** Aquarius is under no obligation to provide the End User with Support Services. Any and all obligations with respect to Support Services shall be by and between the End User and such Authorized Distributor. Support Services are subject at all times solely to the warranties and disclaimers set forth herein as well as the product warranty accompanying the Products purchased for use with the Services.

5. **Relationship with Authorized Distributor.** In the event the Authorized Distributor is no longer an Authorized Distributor of Aquarius, for any reason whatsoever, Aquarius shall be entitled, at its sole discretion, to continue to provide You access to the Service, provided that You pay Aquarius directly or any third party so designated by Aquarius the applicable Fees for the Services in accordance with Aquarius's then applicable pricelist, commencing as of the date on which such Authorized Distributor is no longer an Authorized Distributor of Aquarius. For the avoidance of doubt, Aquarius shall not be liable or responsible for any claim, action, damage or loss incurred by the End User with respect to access to the Services in the event that the Authorized Distributor is no longer an Authorized Distributor of Aquarius prior to the date of Aquarius's written acceptance of the provision of access to the Services to the End User.

**I HAVE READ AND UNDERSTOOD THESE TERMS AND AGREE TO BE BOUND BY THEM.**