

TERMS AND CONDITIONS
OF RECOLABS INC.
(the "Terms")

Recolabs Inc., is a Delaware company, and shall be referred to as "Recolabs", "Company", "we," "us," or "our", has developed a cloud-based solution for visibility and business context (the "Solution" and the "Platform")

1. ACCEPTANCE OF TERMS

1.1. YOUR USE OF AND ACCESS TO THE SERVICES (AS SUCH TERM IS DEFINED BELOW) PROVIDED BY THE COMPANY AND ITS AFFILIATES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS OF USE. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

1.2. BY CLICKING THE "I AGREE" OR SIGNING THE ORDER FORM OR OTHERWISE ACCESSING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL EXHIBITS, ORDERS AND INCORPORATED POLICIES.

1.3. These Terms will apply to any use of the Services by you on anyone on your behalf. Without derogating from the foregoing, any use of the Service is subject to these Terms and all applicable laws, rules and regulations in the country in which the Services is being used. The responsibility to read, understand and comply with such applicable law is at your full responsibility as a user. The Services are not available to persons who are not legally eligible to be bound by these Terms.

2. THE SERVICES

2.1. **Services.** During the Term (as defined below), the Company shall use all reasonable commercial efforts to provide the Solution as described in one or more order forms executed by both parties (the "Services" and the "Order(s)", respectively).

2.2. **Access to Services.** The Company will make the Services available to you via password-protected online access via the Platform, as specified in the Order, subject to the Company's security protocols and policies, and subject to acceptance of these Terms, as may be updated from time to time.

2.3. **Orders.** Each Order is incorporated by reference hereto and will be governed by the provisions of these Terms. The Company will perform only work that is documented in an Order. Each Order shall describe the Services, the term through which the Services shall be provided, the fees in respect of the Services and their payment terms, the technical requirements for such Services to be provided and the required deliverables to be provided by you. In the event of inconsistency between these Terms and an Order, the Terms will supersede unless specifically stated otherwise in the Order with reference to the conflicting provision of these Terms. Any amendment to an Order shall require the prior written consent of you and the Company.

2.4. **Changes.** The Company may change or discontinue the Services or provide new, additional, or replacement Services. In any such case, you will receive a written notification. In the event of a material change to the scope of the Services, you may, within thirty (30) days of receipt of the notification of change, elect to terminate these Terms, by providing a written notice to the Company. Unless you provide written notice of your rejection within the said thirty (30) days, the new Services will promptly take effect.

2.5. **Use Limitations.** Except to the extent expressly permitted in these Terms or required by law on a non-excludable basis, the Services granted by the Company to you shall be subject to the following prohibitions:

a. you must not sub-license your right to access and use the Services;

b. you must not permit any unauthorized person to access or use the Services;

c. you must not use the Services to provide services to third parties or for monetary benefit;

d. you must not copy, or make any alteration to, or access the software code of, the Solution or damage, interfere with, or disrupt the integrity, performance or use of the Services;

e. you must not use the Services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

f. you must not create any derivative works of Company's Property or build a similar or competitive product or service to the Solution and the Service;

g. you shall provide the Company with any information which it may reasonably require from time to time to enable the Company to perform its obligations under these Terms; and

h. you may not use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Services for any purpose without the express written consent of the Company.

2.6. **Right to Use.** Subject to your full compliance with these Terms, you are granted a limited, personal, non-exclusive, non-transferable, non-sub-licensable, single user right to use the software Solution components as provided in the Order for its internal business purposes and you may not make any commercial use of the Solution, nor grant any third party any right to use the Solution, whether or not for consideration. All other rights in the Solution are expressly reserved by the Company. Other than the rights expressly provided hereunder to you, no other rights or interests whatsoever in the Solution are transferred or granted to you. Without limiting the foregoing, you undertake not to, and not to allow or aid to any third party, to: (i) use the Solution for any purpose other than the purpose explicitly set forth hereunder; (ii) copy, alter or reproduced the Solution or the documentation which accompanies the Software or create derivative works based on the Solution or any part thereof; (iii) develop any other product containing any of the concepts or ideas contained in the Solution; (iv) modify, alter, reverse engineer, revise, enhance, disassemble or decompile the Solution or any part thereof, or incorporate the Solution into any other software, or, if applicable, extract the Solution from the product within which it is embedded, or attempt to create the source code or underlying ideas or algorithms from the object code of the Software; (v) transmit the Solution over any network or between any devices, although you may use the Software to make such transmissions of other materials; (vi) remove or otherwise alter any of the Company's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to the Solution; or (vii) ship, transfer or export the Solution into any country, or make available or use the Software in any manner which in violation of applicable export control laws, restrictions or regulations.

2.7. **Support and Maintenance.** During the Term, the Company shall provide support and maintenance services in accordance with the

Company's standard support and maintenance service level terms and conditions, as may be amended from time to time.

3. DATA PROTECTION

3.1. Our use of information collected or processed about you and other individual will be governed by our [Privacy Policy](#)

3.2. The terms of ReColabs [Data Processing Addendum](#) ("DPA") in the form attached hereto as [Exhibit A](#), are incorporated by reference to these Terms and apply to the processing of personal information, which is part of your consent.

4. YOUR UNDERTAKING

4.1. You represent, warrant and acknowledge that:

a. You shall use the Services in accordance with the provisions of these Terms and the guidelines provided by the Company, from time to time.

b. Certain portions of the Services may be provided by Company's third-party licensors, and the Company's ability to provide such portion of the Services is subject to the willingness of such licensors to continue to contract with it.

c. the Services are provided "as is" and they may be modified, supplemented, or removed from time to time in the Company's sole discretion.

d. complex software, as the Solution and the Platform, is never wholly free from defects, errors and bugs. Therefore, and subject to the other provisions of these Terms, the Company gives no warranty or representation that the Services will be wholly free from defects, errors and bugs.

complex software, as the Solution and the Platform, is never entirely free from security vulnerabilities. Therefore, subject to the other provisions of these Terms, the Company gives no warranty or representation that the Services will be entirely secure.

5. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

You acknowledge and agree that the Company's ability to deliver the Services also depends upon your timely cooperation. The Company is not responsible for any loss suffered by you if the Company is not provided with this cooperation.

Any insights generated via the Service are not considered business advise of the Company, and the implementation of such insights is at your sole discretion and risk.

6. CONSIDERATION AND PAYMENT TERMS

6.1. **Consideration.** In consideration for the Services, you shall pay the Company the fees set forth in each Order (the "Consideration").

a. **Invoice.** The Company shall issue you with invoices for the Consideration, in advance of the period to which they relate, all in as set forth under the Order.

b. **Payment Terms.** Unless otherwise set forth in an Order, the Consideration shall be paid on an annual basis, in advance, within [30] days following the issue of an invoice by the Company.

You shall pay the Consideration by using such payment details as are notified by the Company to you from time to time.

6.2. **Taxes.** The Consideration does not include taxes which shall be added as required by law. You shall bear any and all taxes in connection with any payments made to the Company pursuant to these Terms. The Company shall be entitled to withhold any taxes as required by law.

6.3. **Offset.** You shall not be entitled to offset any payments due to the Company under these Terms.

6.4. **Default.** If you default in payment of any sum due to the Company, the Company shall provide you a written notice. If the invoice remains unpaid for more than fifteen (15) days, then the Company may suspend further performance of the Services until you pay the amount in full.

6.5. **Interest.** Interest will accrue on amounts past due at the higher of: (i) the daily rate of Bank of America; or (ii) the maximum rate permitted by applicable law. In any proceeding brought by the Company to collect amounts due, the Company will also receive its actual costs of collection, including reasonable attorneys' fees.

7. TERM AND TERMINATION

7.1. **Term.** Unless otherwise set forth in an Order, the term of these Terms commence on the date of the execution of the first Order and continue for an initial period of 12 months, which shall automatically extend for additional one year periods (the "Term"), unless either party terminates these terms by a sixty (60) days' prior notice in writing to the other party, which termination shall become effective upon the expiration of the then current Term.

7.2. **Termination for Cause.** Either party may, without prejudice to the other rights or remedies available to it, immediately terminate these Terms if the other party:

4.2.1. Fails to perform its obligations under these Terms or any Order and such failure continues for a period of thirty (30) days following the receipt of a written notice;

4.2.2. Ceases to carry on its business for more than 60 consecutive days

4.2.3. Institutes or suffers the institution against it of bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceedings; or

4.2.4. Becomes generally unable to pay its debts as they become due.

7.3. **Effect of Termination.** The Company will be paid for all Services performed and expenses incurred during the Term. If an Order or these Terms are terminated by you without cause while any Order remains uncompleted, you shall pay any remaining Consideration and/or cancellation fee applicable to the affected Order, as set forth in such Order. Furthermore, any fees paid in advance are non-refundable. Upon termination date of these Terms, the Services granted herein shall immediately terminate (unless otherwise provided in the Order), and you shall immediately return to the Company, or, if the Company has provided a written request, destroy and permanently delete, all of the Company's documents and Information (as defined below), and all other Services' deliverables (as such shall be further detailed in each Order) in its possession or control.

8. **Survival.** The provisions of Sections 7.4, 8, 9, 11, 12, 14.9 hereinafter shall remain in force even after the termination of t these Terms for any reason.**CONFIDENTIALITY**

8.1. The parties undertake to keep confidential and not to disclose to anyone, the terms of these Terms.

8.2. The parties undertake that, during and after the Term of these Terms, each party shall keep confidential any and all Information in respect to the disclosing party, its business and operations, and any Information related to the engagement contemplated under these Terms. The parties undertake not to disclose to any entity or person in any way, whether for or without consideration, Information of any kind in respect to the Services provided by the Company or Information that came to your knowledge during or in connection with its engagement with the Company, or Information that came to the Company's knowledge during or in connection with rendering the Services (as applicable), whether in writing, orally, by means of magnetic media, or in any other way, other than Information received when executing the Services and Information for the benefit of each party.

"**Information**" shall include, without limitation any data or information that is proprietary to the disclosing party, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by the receiving party, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the disclosing party; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the disclosing party; and (vi) any information generated by the receiving party that contains, reflects, or is derived from any of the foregoing. Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Information. Each party acknowledges that the Information is proprietary to the disclosing party, has been developed and obtained through great efforts by the disclosing party and that the disclosing party regards all of its Information as trade secrets.

8.3. Each party undertakes not to retain any Information of the disclosing party, except during and for the purpose of its engagement with the disclosing party. Each party undertakes to return to the disclosing party all such Information, immediately upon the disclosing party's initial demand.

8.4. In the event of termination of your engagement with the Company for any reason, you shall cause that any Information of the Company under its possession or control, be returned to the Company until the date of termination of the engagement. It is hereby agreed that any document, whether written, by means of magnetic media, or any other media, which includes Information, is the sole property of the Company, whether delivered to you by the Company or drafted by you.

8.5. Each receiving party agrees to limit its disclosure of Information only to those of its employees who need to know such Information and who have signed a written agreement with the receiving party binding them to terms and conditions substantially similar to those of these Terms.

8.6. The obligations in this Section 8 herein, with respect to Information do not apply to Information that: (a) is rightfully received from a third party lawfully in possession of the information and not subject to a confidentiality or nonuse obligation; (b) is independently developed by the receiving party or its personnel, provided that the persons developing the information do not use the Information; or (c) was already known to the receiving party prior to its receipt from the

Company. In addition, the receiving party will be allowed to disclose Information of the disclosing party to the extent that such disclosure is: (x) approved in writing by the disclosing party; or (y) required by law or by the order of a court of similar judicial or administrative body, provided that the receiving party gives the disclosing party prompt notice thereof so that the disclosing party may seek a protective order or other appropriate remedy, and further provided, that in the event that such protective order or other remedy is not obtained, the receiving party shall furnish only that portion of the Information which is legally required, and shall exercise all reasonable efforts required to obtain confidential treatment for such Information.

8.7. In addition to the confidentiality provisions set forth above, both parties shall ensure that all personal data received, collected, disclosed, transferred, stored, processed or otherwise used in connection with these Terms shall be in compliance with applicable data protection laws. Without derogating from the foregoing, you hereby agree to comply by the terms and conditions of the DPA.

9. OWNERSHIP; INTELLECTUAL PROPERTY

9.1. Ownership. All rights, of any kind whatsoever, including, but not limited to, intellectual property rights, copyrights, trademarks, brands, patents, trade secrets, samples, know-how and/or any other material included and/or associated with the Company's Solution and Platform (including the Software embedded therein) for providing the Services and the operation thereof or the Services, whether said rights are registered or unregistered, are exclusively owned by the Company (collectively, the "**Company's Property**"). You hereby acknowledge that you shall have no rights of any kind in the Company's Property and these Terms does not transfer you any rights in the Company's Property.

9.2. License. The Company hereby grants you, during the Term, a non-exclusive, world-wide rights to access and use any software that the Company has agreed to provide such access to and use of under these Terms and the relevant Order on the Service for your own business purposes. You shall acquire for yourself sufficient fully paid up licenses or legal rights for access, terminal or web services, and service plans to match the scope of access and use of the Solution, Platform, and Services for itself and on the Company's request, promptly verify and document that it has purchased such sufficient licenses and/or legal rights.

9.3. Feedback. From time to time, you may provide Feedback to the Company. Both parties agree that all Feedback are and shall be given entirely voluntarily. Feedbacks, even if designated as confidential by you, shall not, absent a separate written agreement, create any confidentiality obligation for the Company. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, the Company shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the suggestions provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. "**Feedback**" means comments for improvements or modifications or other feedback which you may provide from time to time to the Company with respect to Confidential Information concerning the Services or the Solution or the Platform.

10. LIMITATION OF LIABILITY

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR INSTANCES OF A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, EXEMPLARY, MULTIPLE, INDIRECT, CONSEQUENTIAL, SPECIAL, OR LOST PROFITS DAMAGES ARISING FROM OR RELATING TO THESE TERMS, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY UNCURED BREACH BY THE COMPANY OF ITS OBLIGATIONS UNDER THESE TERMS

AGREEMENT, IS TERMINATION BY WRITTEN NOTICE TO THE COMPANY, AND REFUND OF A PRORATED PORTION OF THE CONSIDERATION THAT YOU HAVE PAID. THE COMPANY'S MAXIMUM LIABILITY TO YOU SHALL BE THE AMOUNTS ACTUALLY PAID TO THE COMPANY BY YOU UNDER THESE TERMS IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CAUSE OF ACTION.

10.2. The Company accepts no liability for any claim notified to it more than six months after the date of the provision of the Services that gave rise to the Claim.

10.3. All the terms and limitations of these Terms, including the warranty and liability limitations and exclusions, are fair and reasonable in light of the amounts to be paid by you, the nature of the Services, the strength of the bargaining position of each party, the alternative ways your needs could have been met and the potential benefits and risks for both party in entering into these Terms.

11. INTELLECTUAL PROPERTY INDEMNIFICATION

11.1. Subject to Section 11.2 below, the Company will defend, indemnify, and hold you harmless from and against any claims or actions ("**Claim**") brought or made by a third-party against you and from all damages, costs and expenses arising in connection therewith, and will pay any settlements agreed to by the Company or judgments finally awarded against you in favor of the third party resulting from such Claim, to the extent based upon any Claim that the Solution, the Platform and/or the Services infringes any valid patent, copyright or trade secret, provided that you: (a) as promptly as reasonably practicable notify the Company in writing of any such claim; (b) give the Company full authority and control of the settlement and defense of the claim; and (c) fully cooperates with the Company in the defense of such claims, including providing adequate assistance and information at the Company's expense.

11.2. The Company will have no obligation to you to the extent that any Claim arises from: (a) any modification to the Solution, the Platform and/or the Services by anyone other than the Company; (b) modifications made by the Company at the your request; (c) use of the Solution, the Platform or the Services other than as specified in these Terms or in the applicable documentation; (d) use of prior versions of the Solution, the Platform or the Services; or (e) use of the Solution, the Platform or the Services in combination with third-party software, hardware or data. The Company's indemnification obligations regarding any third-party products/software are limited to the extent the Company is indemnified by such third parties.

11.3. If a Claim arises, or in the Company's opinion is likely to arise, the Company may at its own expense obtain the right to continue using the System and the Services, modify the System and the Services to make it non-infringing, or substitute at no additional cost other Services of substantially similar capability and functionality. If none of these options are reasonably available to the Company, the Company or you may terminate these Terms with the Company to refund you the prorated portion of the Consideration paid for the affected Services.

11.4. THIS SECTION 11 STATES THE ENTIRE OBLIGATION OF THE COMPANY AND YOUR SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR PROPRIETARY RIGHTS VIOLATIONS.

12. GENERAL PROVISIONS

12.1. Assignability. The Company may assign and/or transfer and/or subrogate its rights under these Terms to any affiliated Company, and in the event of a merger or sale of all or most of the Company's assets or shares or any other similar transaction as may be structured, provided that the your rights under these Terms shall not be infringed.

12.2. Publicity. The Company may reference its general business relationship with you for marketing purposes, including, through references that will be made on the Company's website and/or by using your name and/or your logo and/or the your trademarks. You may not use the Company's trademarks in any marketing material without the prior written consent of the Company.

12.3. Notices. All notices and demands hereunder shall be in writing and shall be served by personal service, electronic mail, or by mail, at the address of the receiving party set forth in these Terms (or such different address as may be designated by such party by written notice to the other party). The notice will have been given (a) when delivered by hand, (b) on the next business day, if delivered by a recognized overnight courier, (c) on the third business day if mailed (by certified or registered mail, return receipt requested), or (d) upon confirmed electronic mail.

12.4. Entire Agreement of the Parties. The recitals, the exhibits and the applicable Orders constitute an integral part of these Terms. These Terms constitutes the entire agreement between the Parties relating to the Services and supersedes all prior written or oral understandings, agreements or representations by or between the Parties with respect to these subjects. Any modification or waiver of these Terms is effective only if it is in writing signed by an authorized representative of both parties.

12.5. Waiver. No delay or failure by a party in exercising any right, power or privilege under these Terms or any other instruments given in connection with or pursuant to these Terms will impair any such right, power or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power or privilege will preclude the further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

12.6. Force Majeure. The Company shall not be liable for any failure to perform its obligations hereunder due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, war, terrorism, or acts of God such as fires, floods, electrical storms, pandemic, and natural catastrophes (each a "**Force Majeure**"). In the event of a Force Majeure, the performance of the Company's obligations shall be suspended during the period of existence of such Force Majeure as well as the period required thereafter to resume the performance of the obligation.

12.7. Severability. If any provision of these Terms is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of these Terms and application of such provision to other persons or circumstances will not be affected.

12.8. No Third Party Beneficiary. Nothing in these Terms, expressed or implied, shall confer on any person other than the parties hereto, or their respective permitted successors or assigns, any rights, benefits, remedies, obligations or liabilities under or by reason of these Terms or the transactions contemplated herein.

12.9. Governing Law; Place of Jurisdiction. These Terms shall be exclusively governed by the Laws of the State of New York. Any dispute, controversy or claim arising under, out of or relating to these Terms (and subsequent amendments thereof), its valid conclusion, binding effect, interpretation, performance, breach or termination, including tort claims, shall be exclusively referred to the competent courts in New York.

12.10. Contact Information. If you have questions or concerns regarding these Terms, please contact us at: support@recolabs.ai.

Exhibit A

DATA PROCESSING ADDENDUM

The provisions of this Data Processing Addendum shall apply to all Processing of Personal Data in connection with the performance of the Order and its Terms (the "**Agreement**") and forms an integral part thereof, whereby ReColabs, Inc. acting as a Data Processor on behalf of you as the Customer for purposes of this Addendum, acting as a Data Controller.

All capitalized terms shall have the meaning ascribed to them in the Agreement, unless expressly provided otherwise in this Addendum. This Addendum supersedes any conflicting provision of the Agreement related to the Processing of Personal Data.

The Customer and the Company hereby agree as follows:

1. DEFINITIONS

- 1.1. "**Applicable Data Protection Laws**" means applicable privacy and data protection laws in connection with the processing of personal data conducted pursuant to the Agreement, , including without limitation (to the extent applicable), (a) GDPR, (b) Israel Privacy Protection Law, 5741-1981, and the regulations promulgated thereunder, and (c) guidance issued by any relevant supervisory authority or implementing, amending, or supplementing the above laws, rules and regulations, whether in effect now or in the future.
- 1.2. "**Company**" shall be ReColabs, Inc., acting as the data processor
- 1.3. "**Customer**" as used in this Data Processing Addendum shall mean collectively, the Customer party that enter into the Agreement and its affiliates.
- 1.4. "**Data Subject Requests**" means any requests from a Data Subject related to access, rectification, suppression, limitation, objection, portability and erasure of Personal Data or other requests authorized under Applicable Data Protection Law.
- 1.5. "**GDPR**" means EU General Data Protection Regulation 2016/679;
- 1.6. "**Personnel**" means Company or Customer's employees, contractors, subcontractors, agents and representatives.
- 1.7. "**Processed Data**" means any Personal Data Processed by the Company on behalf of the Customer pursuant to or in connection with the Agreement;
- 1.8. "**Security Event**" means any attempt or activity that (i) is made to gain unauthorized access to Processed Data; (ii) interferes with the operation of any Company Systems or Customer Systems containing the Company or the Company third-party data or information; or (iii) may otherwise compromise the security or privacy of the Processed Data or its disclosure.
- 1.9. The terms, "**Controller**" "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**", "**Processor**" and "**Supervisory Authority**" shall have the same meaning as in the Applicable Data Protection Laws.

2. COMPLIANCE

- 2.1. Each party shall comply at all times with Applicable Data Protection Laws and shall promptly notify the other party of any circumstance of which it is or becomes aware that may

prevent either party from complying with its obligations under this Addendum or Applicable Data Protection Laws or that may otherwise adversely impact the Processing of Personal Data hereunder.

- 2.2. Each party shall reasonably cooperate with the other in responding to inquiries, incidents, claims, and complaints regarding the Processing of the Personal Data or as otherwise needed for either party to demonstrate compliance with the Applicable Data Protection Laws applicable to it.

3. PROCESSING OF PERSONAL DATA

In addition to the other obligations set forth hereunder, each of Customer and Company shall:

- 3.1. comply with its respective obligations under Applicable Data Protection Laws in relation to all Customer Personal Data that may be processed in the performance and operation of this Addendum;
- 3.2. the processing operations to be carried out in the performance of this Addendum conform to the description set out under "Details of Processing" hereunder;
- 3.3. process the Customer Personal Data solely on the documented instructions of Customer, in order to supply the services and as otherwise necessary to perform its obligations under the Agreement including with regard to transfers of Customer Personal Data to a third country outside its current location;
- 3.4. not Process Customer Personal Data in any country outside Israel, the UK or the EEA without the prior written consent of Customer; and
- 3.5. shall immediately inform the other party if, in its opinion, an instruction pursuant to the Agreement infringes Applicable Data Protection Laws.

4. DATA SUBJECT RIGHTS

- 3.6. The Customer shall be responsible to obtain all the necessary prior consents or authorization of the data subjects.
- 3.7. The Company shall provide reasonable assistance to the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's Requests. The Company shall not be liable in respect of any claim regarding Data Subject rights.
- 3.8. The Company shall promptly notify the Customer's designated contact if it receives a request from a Data Subject under any Applicable Data Protection Law in respect of the Processed Data; and ensure it responds to that request as required by Applicable Data Protection Laws.

5. PERSONAL DATA BREACH AND SECURITY EVENTS

- 3.1. The Company shall notify the Customer without undue delay upon becoming aware of a Personal Data Breach or a Security Event affecting the Processed Data. The Company shall not be liable in respect of any claim of Personal Data Breach or a Security Event.
- 3.2. Unless otherwise mandated by Applicable Data Protection Laws, the Customer shall instruct the Company if to report or

inform Data Subjects of the Personal Data Breach, pursuant to the requirements under Applicable Data Protection Laws.

- 3.3. The Company shall take reasonable commercial steps in the investigation, mitigation and remediation of each such Personal Data Breach or a Security Event.

6. SUBPROCESSORS AND PERSONNEL

- 4.1. Customers shall ensure Personnel authorized to Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 4.2. Both parties will disclose the Processed Data only to those Personnel who have the need to know such Processed Data in connection with the performance of the Agreement.
- 4.3. Customer hereby grants to the Company a general written authorization to use sub-processors for the provision of the services, provided that:
 - 4.3.1. the Company shall ensure that it engages such sub-processors by written agreement and the terms of each written;
 - 4.3.2. the sub-processor complies with its obligations under the Applicable Data Protection Laws relating to any Customer Personal Data and has sufficient organizational and technical measures in place to guarantee the protection of Customer Personal Data against unauthorized or unlawful processing; and
 - 4.3.3. the Company will notify the Customer of any intended changes concerning the addition or replacement of a sub-processor thereby giving the Customer the opportunity to object to the addition or replacement within fourteen (14) days of the notification;

7. SECURITY

- a. Customer shall ensure the security of the Customer Personal Data that it processes in accordance with the requirements of Applicable Data Protection Law.
- b. Both parties shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- c. Both parties shall use best efforts to ensure (i) that any Processed Data that is inaccurate or incomplete is erased or rectified; (ii) establish an audit trail to document whether and by whom Processed Data have been entered into, modified in, or removed; and (iii) retain the Processed Data only as long as is necessary.

8. RECORDS AND AUDITS

- a. In connection with to its processing of Customer Personal Data, the Company shall, during the term of the Agreement, provide the Customer with information reasonably necessary to demonstrate compliance with the obligations laid down in the Applicable Data Protection Laws, and shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided that:

- b. The Customer gives at least thirty (30) days' prior written notice to conduct such audit or inspection;
- c. the auditor is subject to binding obligations of confidentiality; and
- d. the audit or inspection is undertaken so as to cause minimal disruption to the Company's business and other customers.
- e. The provisions of this Data Processing Addendum shall survive termination or expiration of the Agreement.

9. DETAILS OF THE PROCESSING

- a. Details of the Processing of the Personal Data (as required by Article 28(3) GDPR):
 - 8.1.1 **Subject matter and duration of the processing of the Personal Data:** shall be as set forth in the Agreement, according to the scope of Services and the Term, as both defined in the Agreement.
 - 8.1.2 **The nature and purpose of the processing of the Personal Data:**
 - i. For the Company to perform its obligations pursuant to the terms and conditions;
 - ii. For delivery and provision of the Services to the Customer;
 - iii. For customer support and technical troubleshooting;
 - iv. To comply with applicable law, including law enforcement requests.
 - 8.1.3 **The types of the Personal Data to be processed:** name, phone number, email address, position, transactions, usage details, including URLs visited, events triggered on defined actions such as page loads, clicks, logins and purchases, IP addresses, cookies, analytics data.
 - 8.1.4 **The categories of Data Subject to whom the Personal Data relates:** current employees of the Customer and other authorized users of the Services.