Emerix Master Services Agreement (Marketplace Version)

This Emerix Master Services Agreement (this "**Agreement**") is made effective as of the later of two dates Customer accepts the Order or subscribes to the Platform via an online marketplace or Reseller ("**Effective Date**") and is made and entered into by and between Emerix and Customer (together**,** the "**Parties**"). By subscribing to the Platform or clicking "I Accept" (or similar acceptance mechanism), Customer agrees to be bound by this Agreement. If Customer does not agree to the terms of this Agreement, Customer may not access or use the Platform.

WHEREAS, Emerix is the owner or licensee of an AI-powered operating system for supply chain execution as hosted on a third party cloud service, and its underlying technologies (the "**Platform**") which may be accessed by Customer via Emerix's software applications, or, to the extent applicable, an Emerix-provided API; **WHEREAS,** Customer wishes to obtain from Emerix, and Emerix is willing to grant to Customer, a right to access and use the Platform as a software-as-service (SaaS), to be provided in accordance with the scope and for the consideration set out in any Product Listing or any order form by and between Emerix and Customer entered into pursuant to this Agreement (the "**Services**" and "**Order(s)**", respectively), subject to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Platform Access and Use

1.1. Definitions. In this Agreement, the Order(s) and SOW(s):

(1) "**Affiliate**" with respect to either Emerix or Customer (as applicable), means an entity holding 50% or more of a legal entity's voting securities, having the right to appoint or remove a majority of a legal entity's board or equivalent organ or having the right to direct and determine another legal entity's business.

(2) "**Company**" or "**Emerix**" means, in accordance with the specific Emerix entity identified in the applicable Order or Product Listing, either (i) Emerix, Inc., a Delaware corporation with address at 850 New Burton Road, Suite 201, Dover, Delaware 19904, United States, or (ii) Emerix Technology Ltd., an Israeli limited liability company with address at Menachem Begin 150, Floor 14, Tel Aviv 6492104, Israel. For purposes of any Reseller terms, Emerix is the "Licensor."

(3) "**Customer**" means the business organization or legal entity subscribing to the Services under this Agreement, whose name, address and other applicable details are set out in the Order or Product Listing. For purposes of any Reseller terms, Customer is the "Buyer."

(4) "**Customer Materials**" mean (i) Input; (ii) the information and documentation shared or made available by Customer to Emerix (including via integration with Third Party Services), including emails and ERP history.

(5) "**Documentation**" mean any manuals or other technical materials that Emerix provides or makes available to Customer which describe the functionality, components, features or requirements of the Services and the Platform.

(6) "**Input**" mean prompts and queries shared with the Platform in order to generate Output.

(7) "**Milestone**" means a specific, measurable, and time-bound objective, deliverable or task outlined in a SOW, whose completion and acceptance triggers Fee payment obligations in accordance with the respective SOW.

(8) "**Models**" mean third party LLMs and other artificial intelligence and machine learning models.

(9) "**Output**" means new textual content generated by the Services based on Customer's Input and the Services' training data.

(10) "**Product Listing**" means the Platform's description and other Platform-related information listed on an online marketplace (such as AWS Marketplace, Google Cloud Marketplace or Microsoft Azure Marketplace), including any public or private offer accepted by Customer via such marketplace. A Product Listing is deemed an Order for purposes of this Agreement.

(11) "**Service Term**" means, with respect to each Workflow, the subscription period to the Platform and Services as set forth in that applicable Order or Product Listing, composed of an Initial Term and Renewal Term(s).

(12) "**SOW**" means a statement of work for the performance of Tailoring Services, substantially in the form attached hereto as Exhibit A.

(13) "**Tailoring Services**" mean Workflow-specific professional services provided by Emerix to Customer pursuant to a SOW, including Customer-specific integration and tailoring of the Platform.

(14) "**Users**" mean Customer's and its Affiliates' employees and contractors permitted use of the Platform and Account by Customer.

(15) "**Workflow**" means a certain supply-chain project or functionality, at the scope set out in each SOW.

(16) "**Workflow Completion Date**" means the on which all Milestones for the applicable Workflow have been completed and accepted in accordance with the acceptance procedure in the applicable SOW.

1.2. License. During the term of this Agreement, subject to Customer's compliance with this Agreement and in accordance with the scope set out in the Order(s) and SOW(s), Company hereby grants Customer, its Affiliates and their Users, a non-exclusive, non-transferable and non-sub-licensable, revocable right and license to (i) use and access the Platform and Services, covering any Workflows set out in the Order following the respective Workflow's completion in accordance with its respective SOW; and (ii) use and make a reasonable number of

copies of the Documentation, for each of (i-ii), solely for Customer's lawful commercial purposes.

For the avoidance of doubt, a Workflow will only become available to Customer via the Platform following its respective Workflow Completion Date and commencement of its Service Term, and no Annual License Fees for such Workflow will accrue prior to that.

The Services and Platform access and use rights are licensed, not sold.

1.3. Order and Product Listing. The Platform, Fees, Service Term and other applicable commercial terms of Customer's subscription shall be as set forth in the applicable Order or Product Listing through which Customer subscribes. Tailoring Services may be purchased pursuant to a SOW, directly from the Company, or where the Agreement is accepted via as online marketplace, through such marketplace. Where any Services or Tailoring Services are purchased through an online marketplace, the applicable Product Listing shall govern the applicable pricing, payment schedule, billing mechanics and other marketplace-specific commercial terms.

1.4. Customer's Obligations

(1) Customer hereby undertakes to provide Company with:

(i) complete and accurate Customer Materials as necessary for Company's provision of the Services and Tailoring Services, including without limitation, the Customer's last 6 months of email history and subsequent updates requested by the Company, and full ERP history; and

(ii) provide Company with access and allow for its integration with certain accounts of Customer with Third Party Services provider ("**Connected Accounts**"), at a scope to be agreed between the Parties in writing.

(2) Customer shall not provide the Company with Customer Materials for which Customer does not have all the rights necessary to grant Company the licenses as described in Section 5.1 below.

(3) Customer shall only use the Platform, the Services, the Output, and all related Documentation in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws, and in compliance with the Documentation and any Company policies made available to Customer, including via the Company's website at https://www.emerix.ai/.

(4) Customers shall cooperate with any further reasonable requests made by Company and perform any steps and/or integrations which are necessary for Company to provide the Services and Tailoring Services, and ensure optimal operation of the Platform for the Customer's use.

(5) Customer acknowledges and agrees that the performance and accuracy of the Services depend on the quality, completeness, and timeliness of the Customer Materials provided to Company and on Customer cooperating with and enabling the implementation of any Updates. In the event Customer does not comply with the foregoing, the Services and Tailoring Services may be negatively impacted, or may not be provided at all.

1.5. Platform Modifications and Updates. The Company may change or update the Platform at any time, including, without limitation, the availability, removal or update of any feature, and may impose limitations or restrictions on certain features and services or discontinue any or all parts of the Platform, provided such changes do not materially and adversely affect Customer's use of the Platform or unilaterally change the scope of Services under an Order.

In addition, during the term of this Agreement, Emerix may provide Customer with patches, bug fixes, updates and version changes to the Platform ("**Updates**"). Such Updates will become part of the Platform (and so subject to all this Agreement's provisions governing the Platform) following deployment.

1.6. Support. Emerix may attempt to provide support for the Services if and when Emerix is able to, with all support requests to be sent by Customer to support@emerix.ai, and Emerix will make reasonable efforts to timely respond to Customer's inquiries and support requests. Notwithstanding the foregoing, to the extent there is a service level agreement between the Parties ("**SLA**"), the provisions of the SLA will govern with respect to Emerix's provision of support services.

1.7. Use Restrictions. Customer and its Users shall not, and shall not attempt, permit or aid others to: (i) copy, modify, alter, translate, emulate, create derivative works based on, or reproduce the Platform, Services and Documentation, except for Output and any right to copy Documentation provided under Section 1.2; (iii) publish, sell, distribute, assign, pledge or transfer (by any means), display, sublicense, rent, lease or otherwise share the rights granted to Customer under this Agreement to any third party, or use the Platform to provide managed services or as a service bureau arrangement; (iv) reverse engineer, de-compile, decrypt, revise or disassemble the Platform or any part thereof, extract the source code from the Platform (v) use the Platform for benchmarking purposes without Emerix's express prior written approval; (vi) use the Platform, Output or Documentation to develop, build, train or improve a product, model or service competing with the Company; (vii) bypass any measures the Company may use to prevent or restrict access or use of the Platform, including the creation of multiple Accounts, and/or taking any action intended to circumvent or disable the operation of any security feature or measure of the Platform and Services; (viii) access the Platform or Emerix's systems or environment via any means other than the interface provided by Emerix, or via automated means, including by crawling, scraping, caching or otherwise; (ix) take any action that imposes an unreasonable or disproportionately large load on Company's or its third party hosting provider's infrastructure; (x) use the Platform or the Services to transmit or otherwise make available any malicious code, including any virus, worm, trojan horse, time bomb, web bug, spyware, or any other malicious or harmful code, file, or program; and/or (xi) remove, deface, obscure, or alter Company's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Platform, or use the name,

trademarks, trade-names, and logos of Emerix without its prior written consent.

1.8. Trial Services.

(1) The Company may offer, from time to time, certain of its services on free trial versions, and/or offer certain services in pre-release, alpha or beta versions (together, "**Trial Services**"). The Company reserves the right to modify, cancel and/or limit a Trial Service at any time without notice or liability. The Company will use its best endeavors to identify Trial Services as such. Trial Services may be incomplete, contain bugs, suffer disruptions and not operate as intended and designated more than usual.

(2) Trial Services are governed by this Agreement, provided that notwithstanding anything in this Agreement or elsewhere to the contrary (i) Trial Services are made available hereunder on as "As-Is" and "As Available" basis, with no warranties, express or implied, of any kind; and (ii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF COMPANY IN CONNECTION WITH TRIAL SERVICES EXCEED US$ 1,000. The Company makes no promises that any Trial Service will be made available to Customer or generally available.

2. Account and Users

2.1. Account and Responsibilities. In order to use the Services, Customer must register and create an account with Emerix (**"Account"**), which may be used by Customer's and its Affiliates' Users. Customer is responsible that each User shall provide the Company with accurate, complete, and updated registration information, and shall: (i) be responsible for all acts or omissions of Users, their use of the Platform and Output and their compliance with this Agreement; (ii) not allow anyone other than Users to access and use Customer's Account; (iii) not register an Account via automated means; (iv) keep, and ensure that Users keep all Account credentials and access measures secure; (v) ensure that the login details for each User are only used by that User, and that multiple individuals do not share the same login details; and (vi) promptly notify the Company in writing if Customer becomes aware of any unauthorized access or use of Customer's Account. Customer remains responsible towards Emerix for the acts and omissions of its Affiliates making use of the Services or Platform, and the foregoing obligations will also apply with respect to such Affiliates and their Users.

2.2. Customer Infrastructure. Customer is solely responsible for obtaining, maintaining and operating Customer's and its Users' devices (including smartphones, tablets and computers), and any related equipment, hardware, software (including Customer's cloud and on-prem environment and any Connected Account licenses, keys and credentials), security systems and ancillary services, and the internet connection necessary in order to access and use the Services and the Platform.

3. Tailoring Services

3.1. SOW. In order to complete and provide each Workflow, Company shall provide Customer with Tailoring Services as set forth in the corresponding SOW. Each SOW will identify inter alia the scope, Milestones, Tailoring Fees and acceptance criteria. Any change in scope, sequencing, assumptions, or dependencies shall be handled through a change order, being a written amendment to the SOW which may include price, resource, and schedule adjustments.

3.2. Company Personnel. Company will assign personnel with appropriate skills and experience for the performance of Tailoring Services, and Company may use subcontractors and Affiliates, provided it remains responsible for their performance.

3.3. Acceptance. Subject to any scoping procedure set out in the SOW, each Milestone will include objective, mutually-determined acceptance criteria. When Company notifies Customer in writing that a Milestone is ready for acceptance, Customer will promptly conduct acceptance testing. Unless the SOW specifies otherwise: (a) Customer shall accept or provide a written rejection specifying material nonconformities with the Milestone's acceptance criteria within ten (10) business days of delivery notice; (b) failure to respond within such period constitutes deemed acceptance; and (c) any rejection must identify specific non-conformities from the agreed acceptance criteria. Upon a proper rejection, Company will remedy the identified non-conformities and resubmit the Milestone for acceptance, for up to three (3) additional cycle(s); the acceptance procedure described in this paragraph, together with Customer's right (if applicable) to terminate for uncured material breach, is Customer's sole and exclusive remedy and Company's entire liability for nonconforming Milestones.

3.4. Tailoring Fees and Mid-Milestone Termination. Unless stated otherwise in a SOW, Company will invoice the portion of Fees tied to each completed Milestone upon acceptance (or deemed acceptance) of that Milestone in accordance with Section 3.3. Fees for completed and accepted Milestones are non-refundable, provided that if the respective Agreement or respective SOW is terminated prior to completion of a Milestone, then Company shall invoice and Customer pay Company for a pro-rated portion of the incomplete Milestone's Fees reflecting the percentage of completion as of the termination's date, per the ratio of completed to the total tasks planned for that Milestone in accordance with the respective SOW's scoping. To support its calculation, Company shall provide Customer with a summary of work performed up to the termination date.

4. Fees & Payments

4.1. Fees. In consideration of Customer's rights and Company's obligations hereunder, Customer shall pay the Company the Annual License Fees and Tailoring Fees set out in any Order(s) and SOW(s) (together, the "**Fees**"). Unless expressly indicated otherwise in the Order, Fees are stated and payable in US$. Annual License Fees are paid annually, commencing on the Workflow Completion Date (subject to the Order or Product Listing), and Tailoring Fees are paid based on milestones, as set forth in the applicable SOW. Customer hereby authorizes the Company, either directly or through the

Company's payment processing services or applicable online marketplace, channel partners or resellers, to charge the Fees via Customer's selected payment method, upon the due date. Unless expressly set forth herein or in an Order or SOW or a marketplace's Product Listing, or otherwise restricted by applicable law, Fees are non-cancelable and non-refundable.

4.2. Taxes. The Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, except for income tax imposed on the Company, and are to be paid free and clear of any such amounts. Company will charge tax on top of the Fees if Company is legally required to do so and add it to its invoices.

4.3. Payment Terms. Subject to anything to the contrary in an Order or SOW, the Fees set forth in an Order or SOW (as applicable) are final. Fees shall be paid per their type (Annual License or Tailoring Fees), per the billing cycles set out in the Order. Delinquent payments may bear compounded interest, as of the payment due date and until paid in full, at a rate equal to the lower of (i) 1.5% per month, or (ii) the highest rate permitted by law. In addition, Customer will be responsible for all reasonable expenses (including reasonable attorneys' fees) incurred by the Company in collecting any due and unpaid Fees.

5. Intellectual Property & AI

5.1. Customer Materials and Connected Account Licenses. As between Customer and the Company, all rights in the Customer Materials remain with Customer. During the Service Term(s), Customer hereby grants Emerix and Emerix's Third Party Services providers who are directly involved in the provision of the Services a non-exclusive, worldwide, royalty-free license to (i) use, modify, translate, process, copy, store, distribute, display, and prepare derivative works from the Customer Materials; and (ii) integrate, with, access and use the Connected Accounts, collect usage, metadata, analytics data and statistical data from said Connected Accounts and further analyze such data; for each of (i)-(ii), for the purposes of providing Customer with the Services and Platform access and use hereunder (including generation of Output) and maintenance and support thereof, improve the Platform and Services hereunder for Customer's use and benefit (subject to Section 5.6(2)), and comply with any requirements under applicable law, regulation, subpoena or governmental request.

5.2. Emerix's Intellectual Property. As between Emerix and the Customer, all right, title and interest in the Platform, Services and Documentation, including without limitation, any content, materials, software, know-how, data files, code, API, design, text, media, methodologies, artwork, names, logos, trademarks and services marks (but excluding any Customer Materials, Input and Output), any and all related or underlying technology and any updates, new versions, modifications, improvements, developments or derivatives thereof, are the sole property of Emerix and its licensors. For the avoidance of doubt, all intellectual property in any resulting deliverables arising out of Tailoring Services or the Tailoring Services themselves are retained by Emerix (provided that any completed Workflows will be made available to Customer's use and access as Services under section 1.2), unless expressly agreed to the contrary in a mutually-executed SOW.

5.3. Usage Data. The Company has the right to collect, generate, monitor and freely use Usage Data to develop, maintain, improve, and publish Emerix's Platform, website and/or other products and services. "**Usage Data**" means information about Customer and its Users' use of the Platform or Services which does not enable identification of the Customer, its Users or any individual, such as aggregated data, metadata and analytics or statistical information. Emerix shall own all right, title and interest in and to the Usage Data.

5.4. Feedback. Customer may notify the Company of any and all design or functional errors, anomalies, and problems associated with the Platform discovered or brought to its attention by its Users, and may provide the Company suggestions, comments or any other feedback regarding the Platform, its functionality or performance (the "**Feedback**"). The Company may use the Feedback at its sole discretion and for any purpose, and Customer hereby assigns to Company all right, title, and interest in the Feedback and any intellectual property rights related thereto. To the extent provided, Feedback is not considered Customer Confidential Information.

5.5. Open Source. Certain components and repositories of the Platform may be subject to open source licenses. In the event there is conflict between this Agreement and the open source licenses governing such components and repositories, the open source license terms will prevail solely with respect to such components and repositories.

5.6. AI Provisions.

(1) Input & Output. Subject to Customer's compliance with this Agreement (including payment of any Fees), as between Emerix and the Customer, the Customer owns all rights, title and interest in the Output generated by the Platform via the Models based on the Customer Materials or Input. Emerix relinquishes to the Customer all rights, title and interests it might have in the Output, without making any representation or warranty as to the nature of such rights. Customer should evaluate the accuracy and appropriateness of the Output in each case, including by conducting human review as necessary. Customer further acknowledges and agrees that due to the nature of the Models, machine learning and generative artificial intelligence technologies, the Output may not be unique and other users of the platform providing similar or the same materials, prompts or inputs may receive the same or similar outputs.

(2) No Training. Company shall not use any Customer Materials (including Input) or allow its Third Party Service Providers to use such Customer Materials for the purpose of training, fine-tuning, or otherwise to improve and develop any machine learning, neural network, or AI models. Notwithstanding, Emerix is expressly permitted to use the Customer Materials to train and fine-tune Emerix' internal AI models, for the sole purpose of improving the Services offered to Customer and Customer's use thereof, in Customer's specific instance.

6. Confidentiality

6.1. Confidentiality Provisions. To the extent Confidential Information of a Party is shared with or accessed by the other Party during the performance of the Services, the receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, officers, employees, advisors, or consultants (collectively, its "**Representatives**") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than those contained herein; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; and (iii) to keep the disclosing party's Confidential Information in confidence using at least the same degree of care it uses to protect its own confidential information, and in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if the receiving party is required by legal process or applicable law, rule, or regulation to disclose any of the disclosing party's Confidential Information, then prior to such disclosure, if legally allowed, the receiving party will give prompt notice to the disclosing party so that it may seek a protective order or other appropriate relief.

6.2. Confidential Information Definition. For the purposes hereof, "**Confidential Information**" means any proprietary, non-public, or trade secret information disclosed by one party to the other which can be reasonably understood under the circumstances to be confidential, including the Customer Materials, but excluding any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement, another confidentiality agreement and/or any use of or reference to the Confidential Information.

6.3. Confidentiality Survival. The confidentiality obligations hereunder supersede the terms of any existing nondisclosure or confidentiality agreement between the Parties, and shall expire five (5) years from the date of termination or expiration of this Agreement.

7. Privacy and Security

7.1. Privacy. If Customer shares with Emerix any personal data, personal information or personally identifiable information (as such terms are defined under applicable privacy laws – together, "**personal data**"), then its use and processing shall be governed by the terms of Emerix's Privacy Policy, available at https://www.emerix.ai/privacy-policy as updated from time to time (the "**Privacy Policy**"). Customer may share personal data with the Platform as Input or as part of Customer Materials at its sole election and risk. Customer will not share with the Platform any "protected health information" or personal data which constitutes "sensitive personal data" under applicable law without Company's prior written consent and the appropriate agreements in place. To the extent Emerix is deemed a "processor" or "service provider" (or a substantially similar role) under applicable data protection and privacy laws, and if requested by Customer, the parties shall enter into a data processing addendum in connection with Emerix's processing of personal data on Customer's behalf in the Services' performance.

7.2. Data Security. Emerix complies and will continue to comply with the SOC-2 Type 2 security standard throughout the term of this Agreement. Without detracting from the generality of the above, Emerix takes and undertakes to use measures, policies and procedures designed to (a) protect the Platform, the Services and Customer Materials against accidental, unauthorized or unlawful loss, access, or disclosure; (b) identify reasonably foreseeable and internal risks to Customer Materials security and unauthorized access; (c) minimize such risks using industry standard measures.

7.3. Breach Notification. Emerix will inform Customer without undue delay after Emerix becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Materials transmitted, stored or otherwise processed by the Services. In the event of such security breach, Emerix will investigate its cause and take further commercially reasonable steps to prevent further unauthorized access, loss or disclosure of the Customer Materials.

8. Third Party Services and Models. Certain features and functionalities of the Platform are integrated with, and the Platform may link to or call third party products and services ("**Third Party Services**", including the Connected Accounts and the Models). Customer acknowledges and agrees that the Third Party Services are beyond Emerix's control, are subject to their own licenses, policies (including privacy policies) and legal terms and that Emerix does not endorse any Third Party Service. Other than as expressly set out in this Agreement, Emerix shall not be in any way responsible or liable with respect to any Third Party Services, their update, inclusion or removal from Emerix's Platform and any changes to such Third Party Services' legal terms and policies, as made by the Third Party Services providers from time to time. Emerix's integration or interaction with any Third Party Service does not in any way imply, suggest, or constitute any sponsorship or approval by Emerix, or by such Third Party Service provider of Emerix, nor any affiliation between them. Emerix may add, replace, enable or disable integrations with and update Third Party Service integrations at its sole discretion and without notice. Customer acknowledges that the security level of APIs used to interact with certain Third Party Services may be lower than that of the Platform, and may use such APIs at its own risk. Without detracting from the generality of the foregoing, Emerix will enable Customer's interaction with and calls to Models to generate the Output. As Third Party Services, the Models are outside Emerix's control, but Customer acknowledges that their operation may impact, inter alia, the accuracy, appropriateness, latency and reliability of the Output, and the Services' performance.

9. Representations and Warranties

9.1. Mutual Representation. Each Party represents and warrants to the other Party that it is a duly organized legal entity, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, that the person accepting this Agreement on its behalf has authority to do so and that the acceptance and performance of this Agreement will not conflict with other agreements or obligations under which it is bound.

9.2. Customer's Representations and Warranties. Customer represents, warrants and undertakes that (i) it owns or has all the necessary licenses, rights, consents, approvals, permissions, power and authority, necessary to grant the Company the rights and licenses under Section 5.1, including providing Emerix with the Customer Materials and enabling integrations between the Platform and the Connected Accounts; (ii) it will only use the Platform, the Output, the Services and all related software and Documentation in compliance with all applicable laws; and (iii) to the extent the Customer Materials contain the personal data of any individuals, Customer possesses sufficient legal bases to share such personal data with and permit its processing by Emerix in accordance with this Agreement, applicable privacy laws, the Privacy Policy and any data processing agreement between the Parties (if any).

9.3. Emerix's Representations and Warranties. Emerix represents, warrants and undertakes to Customer as follows:

(1) The Services and Platform will conform, in all material respects, to any technical specifications provided to Customer in connection with this Agreement as part of the Documentation; *provided that* the warranty set forth in this Section 9.3(1) shall not apply if the failure of the Services to conform results from or is otherwise attributable to: (i) Trial Services; (ii) repair, maintenance or modification of the Platform by persons other than Emerix or its authorized contractors; (iii) negligent use or misuse of the Platform by Customer; (iv) use of the Platform other than in accordance with the Documentation, or in violation of this Agreement; (v) the combination of the Platform with equipment or software not authorized or provided by Company; in each of clauses (ii)-(v), if such nonconformity would not have occurred absent such excluded use or modification by the Customer.

(2) Emerix will use industry standard practices designed to detect and protect the Services and Platform against any viruses, "trojan horses", "worms", spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Services and Platform or interference with or harm to the operation of the Services or any systems, networks or data, and scan the Services and Platform on a regular basis;

(3) Any support services and Tailoring Services will be performed in a professional and workmanlike manner; and

(4) The Services and Customer's use thereof as permitted under this Agreement, will not be subject to any license that requires that any Customer Materials or any software, documentation, information or other materials integrated, networked or used by Customer with the Services, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge.

9.4. Remedies. In the event the Services fail to conform with the warranty set out in Section 9.3(1), subject to receipt of written notice of such nonconformity from Customer, Emerix will promptly, at its option and expense, make efforts to cure such nonconformity, replace or re-perform the affected Services (at Emerix's election) within a reasonable period of time not to exceed 30 days of Customer's notice. To the extent Emerix fails to cure such nonconformity within the aforementioned cure period, as Customer's sole remedy and Emerix's sole liability in connection therewith, Customer may elect, within no later than 30 days of the lapse of Emerix's 30-days' cure period, to terminate this Agreement and any Order(s) and SOWs, and Emerix will refund Customer any Fees prepaid to Emerix for the remaining Service Term(s) under terminated Order(s), prorated for the portion of time unused by Customer after Customer's notice of nonconformity.

9.5. Disclaimer. OTHER THAN EACH PARTY'S SPECIFIC REPRESENTATIONS AND WARRANTIES SET OUT IN THIS SECTION 9, NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES – STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. THE PLATFORM, THE SERVICES, THE TAILORING SERVICES, DOCUMENTATION AND ANY OUTPUT ARE PROVIDED BY EMERIX ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OF COMMON LAW OR OTHER. COMPANY DOES NOT WARRANT THAT THE USE OF THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS OR EXPECTATIONS, OR THAT ANY OUTPUT CREATED OR MODIFIED BY CUSTOMER WILL BE ACCURATE, RELIABLE, EFFECTIVE, PROPER, LAWFUL, OR OTHERWISE IN ACCORDANCE WITH THE CUSTOMER'S EXPECTATIONS. THE COMPANY FURTHER DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THIRD PARTY SERVICES, CONNECTED ACCOUNTS AND MODELS. WITHOUT DETRACTING FROM EMERIX'S SECURITY OBLIGATIONS IN THIS AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR THE CUSTOMER MATERIALS. COMPANY WILL NOT BE LIABLE IN ANY WAY FOR CUSTOMER'S LACK OF RIGHT OR PERMISSION TO PROVIDE COMPANY WITH THE CUSTOMER MATERIALS AND THE LICENSES REQUIRED BY COMPANY TO PERFORM THE SERVICES. FURTHERMORE, CUSTOMER ACKNOWLEDGES AND AGREES THE PLATFORM IS INTENDED TO BE USED AS A TOOL TO ASSIST IN DECISION-MAKING AND NOT AS A SUBSTITUTE FOR

HUMAN JUDGMENT, THAT THE COMPANY DOES NOT GUARANTEE ANY SPECIFIC BUSINESS OUTCOMES, AND THAT THAT ALL OUTPUT GENERATED BY THE PLATFORM SHOULD BE SUBJECT TO HUMAN REVIEW BEFORE ANY DECISIONS ARE MADE OR ACTIONS ARE TAKEN BASED UPON SUCH OUTPUT. COMPANY FURTHER DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S JUDGMENT AND BUSINESS DECISIONS. THE ABOVE DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limitation of Liability

10.1. General Cap. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND OTHER THAN IN CASE OF A PARTY'S FRAUD, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY (OTHER THAN THE EVENTS SUBJECT TO SECTION 10.2), INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING BREACH OF SECTION 1.7), THE PARTIES' INDEMNIFICATION OBLIGATIONS AND CUSTOMER'S OBLIGATION TO PAY THE FEES:

(1) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY: (I) SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES; (II) LOSS OF OR DAMAGE TO DATA (INCLUDING END-USER INFORMATION), GOODWILL, PROFITS, SAVINGS, OR PURE ECONOMIC LOSS; AND/OR (III) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; REGARDLESS OF (A) WHETHER SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE; OR (B) THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT); AND

(2) EITHER PARTY'S AGGREGATE AND CUMULATIVE LIABILITY FOR ALL DIRECT CLAIMS, DAMAGES AND LOSSES (WHETHER IN CONTRACT, TORT OR OTHERWISE), IS LIMITED TO THE FEES PAID OR PAYABLE TO THE COMPANY BY THE CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY HEREUNDER ARE CUMULATIVE AND NOT PER INCIDENT.

10.2. Special Cap. Notwithstanding the foregoing and anything to the contrary in this Agreement, Emerix's liability for (i) breach of its obligations relating to Customer personal data and the obligations pursuant to Section 7 (Privacy and Security), and (ii) the total amount Emerix is required to spend pursuant to its indemnification obligations under Section 11.1(2) will be limited to a total aggregate amount equal to three (3) times the Fees paid or payable by Customer for the Services giving rise to the claim in the 12-month period preceding the last event giving rise to the claim. The limitations of liability hereunder are cumulative and not per incident. For the avoidance of doubt, any cap set out herein is in lieu of and not in addition to the amount set forth in Section 10.1.

11. Indemnification

11.1. Emerix's Indemnity. Emerix shall defend, hold harmless and indemnify Customer, its Affiliates and their respective directors, officers, employees and agents from and against any judgments, claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to any claim, demand, suit or proceeding by a third party (1) alleging that Customer's paid use of the Services, Platform, Documentation or the Output infringes or misappropriates a third party's intellectual property rights; or (2) arising out of Emerix's breach of Section 7 (Privacy and Security) or obligations relating to Customer's personal data.

11.2. Customer's Indemnity. Customer will defend, hold harmless, and indemnify Emerix, its Affiliates and their respective directors, officers, employees, agents, resellers and vendors from and against any judgments, claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to any claim, demand, suit or proceeding by a third party (1) alleging that the Customer Materials infringe or misappropriates a third party's intellectual property rights; (2) arising out of or relating to Customer's violation of this Agreement, or use of the Services or Output in violation of this Agreement.

11.3. General Conditions to Indemnity. Indemnification under Sections 11.1-11.2 is conditioned upon: (a) the indemnified Party notifying the indemnifying Party of the claim immediately upon becoming aware thereof, (b) the indemnified Party allowing the indemnifying Party to assume full control of the defense and settlement of such claim, provided that the indemnifying Party will not enter into any settlement without the indemnified Party's prior written consent (not to be unreasonably withheld or delayed), and (c) the indemnified Party reasonably cooperating with the indemnifying Party in the defense and settlement of the claim, at the indemnifying Party's expense.

11.4. IP Infringement Claims.

(1) If the Services or Platform become, or in Company's opinion are likely to become, the subject of an indemnified third party infringement claim pursuant to Section 11.1 then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Platform or Services; (b) replace or modify the Platform or Services or their applicable portion(s) to avoid the third party claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Emerix may terminate this Agreement and any Order(s) and SOW(s), and Company will refund Customer any Fees prepaid to it for the remaining Service Term(s) under the terminated Order(s), prorated for the portion of time unused following such termination.

(2) Emerix shall have no obligation to defend, hold harmless or indemnify Customer or any third party under Section 11.1 to the extent the third party infringement claim is based on (1) the Customer Materials; (2) use of the Platform or

Output in violation of this Agreement; (3) Trial Services; (4) any use of the Platform or the Output in combination with other products, equipment, software or data not supplied by Emerix, or modifications to the Platform or Services made by anyone other than Emerix, where there would be no infringement but for such combination or modifications; or (5) Customer modifying, using or publishing the Output in a manner Customer knows, or reasonably should know, is likely to infringe or misappropriate third party intellectual property rights.

(3) Section 11 states Emerix's entire liability, and Customer's exclusive remedy, for any third party intellectual property infringement or misappropriation claim.

12. Term & Termination

12.1. Agreement and Service Terms. This Agreement shall commence on the Effective Date and will remain in full force unless terminated earlier by the Parties in accordance with this Section. In addition, each completed Workflow and Customer's access and use rights to such Workflow as part of the Services will continue for the Initial Term set out in the Order, subject to renewal per the Renewal Terms set out therein. Unless expressly set forth in the Order or Product Listing, the Service Term(s) only renew on mutual written consent. To the extent all Workflow Service Term(s) under the Order(s) have expired, there are no outstanding SOWs and the Parties do not enter into a new Order or SOW within 30 days of such expiry, this Agreement shall automatically terminate unless both Parties otherwise agree in writing .

12.2. Termination for Cause. Either Party may terminate this Agreement and any Order(s) and SOW(s) with immediate effect if (1) the other Party materially breaches this Agreement and such breach remains uncured (if curable) for twenty-one (21) days after the other Party received written notice from such Party of its breach; or (2) the other Party (i) files a petition in bankruptcy or is adjudicated bankrupt; (ii) makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law; (iii) discontinues or dissolves its business; or (iv) has a receiver appointed for it or its business. If Customer terminates this Agreement for cause pursuant to this Section 12.2, then Emerix will refund Customer any Fees prepaid to Emerix for the remaining Service Term(s) under the terminated Order(s), prorated for the portion of time unused by Customer following the termination.

12.3. Suspension. Without detracting from any of its other rights, Emerix may suspend Customer's or a User's use of and access to the Platform (or any part thereof) immediately upon written notice to Customer in each of the following events: (a) if Emerix believes, after reasonable due diligence given the nature and severity of the issue, that: (i) Customer's or a User's use of the Services or Platform poses a material risk to the security or operation of Emerix's systems, the Platform or the systems, or data of any other customer or user, or (ii) Customer's or a User's use of the Services violates Section 1.7, or being illegal or fraudulent; or (iii) if Customer fails to pay any portion of the Fees within seven (7) days after Emerix's notice of past due amounts, provided such Fees portion is not disputed by Customer in good faith. To the extent reasonably practicable, with respect to suspension under clauses (i)-(ii), Emerix will limit such suspension as needed to mitigate the applicable risk. Emerix will promptly restore Customer and its User(s) access to the Account, Platform and Services once it has determined that the circumstances detailed in clauses (i)-(iii) no longer exist.

12.4. Provisions upon Termination. Upon termination or expiration of this Agreement:

(1) Customer's rights to access and use the Services, the Platform and Documentation under this Agreement and the relevant Order(s) shall immediately expire, and Customer and its Users shall promptly (or following a certain period of time if agreed in writing by both Parties) cease to have access to the Account and Services, and will delete all copies of the Documentation from their environment and systems;

(2) Customer may retrieve Customer Materials stored by Emerix (if any) in a commonly used, machine-readable format. Customer must submit a request for data retrieval within 30 days of the termination, and Emerix will facilitate the retrieval without undue delay, provided that after such period, Emerix may delete all Customer Materials from its environment or systems, except if required by law or agreed otherwise by the Parties in writing; and

(3) To the extent disclosed any Confidential Information of the other Party, the receiving Party shall return to the disclosing Party, or destroy (as determined by the disclosing Party) the disclosing Party's Confidential Information.

12.5. Survival. The provisions of this Agreement that, by their nature and content, should survive the termination or expiration of this Agreement in order to achieve their fundamental purposes of this Agreement shall so survive. Without limiting the generality of the foregoing, Sections 1.1, 1.7, 5 (subject to any term-limited provisions), 6, 9.5, 10-11, this Section 12.5 and Section 15 shall so survive.

13. Publicity. During the term of this Agreement, Company may use Customer's name and logo and list Customer amongst its customers or partners on Company's website, social media and marketing materials. In addition, subject to Customer's prior written approval of the content, Company may issue publicity or general marketing communications concerning its involvement with Customer, including at least one (1) case study, and Customer agrees to reasonably cooperate with and contribute to such case study.

14. RESELLERS AND ONLINE MARKETPLACES. Customer may purchase the right to access and use the Platform through an authorized reseller, distributor, channel partner or an online marketplace (including AWS Marketplace, Google Cloud Marketplace or Microsoft Azure Marketplace) (each, a "**Reseller**"), as set out in the applicable Order. If Customer has purchased the Platform and Services from a Reseller, then, to the extent there is any conflict between this Agreement and the agreement or purchasing document entered into between Customer and the respective Reseller, this Agreement shall

prevail as between Customer and Company. This Agreement is solely between Customer and Emerix and not with the Reseller. Any rights granted to Customer by a Reseller that are not contained in this Agreement apply solely in connection with such Reseller and between Customer and the Reseller, without any obligation or liability by the Company. Where Customer subscribes via an online marketplace, the marketplace's standard terms govern billing and payment mechanics (subject to the Order or Product Listing) and otherwise apply between Customer and Reseller. For clarity, Tailoring Services may be purchased through a private offer separate from the Product Listing applicable to the Platform subscription.

15. Miscellaneous

15.1. Entire Agreement; Amendments; No Waiver. This Agreement and all Order(s) entered pursuant to it, together all exhibits and other agreements and policies expressly incorporated into it, constitute the entire agreement between Emerix and Customer and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. Any change or modification to this Agreement will only be done in writing signed by both Parties. In the event of a conflict between this Agreement and an Order or SOW, this Agreement shall prevail, provided the Order or SOW (as applicable) shall prevail only with respect to the specific commercial terms set out therein. The failure of either Party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed by such Party in writing.

15.2. Severability. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

15.3. Notices. All notices in connection with this Agreement and any Order shall be made by personal delivery, by express courier service (such as FedEx or UPS) that requires proof of delivery, certified or by registered mail, return receipt requested, or by electronic mail, and shall be deemed effective (i) if mailed, five (5) business days after mailing; (ii) if made by personal delivery or sent by messenger or express courier service, upon delivery; and (iii) if sent via electronic mail, upon transmission and electronic confirmation of receipt or (if transmitted and received on a non-business day) on the first business day following transmission and electronic confirmation of receipt. The parties' current contact details (which may be updated by notice in accordance with this Section) shall be set forth in the Order or Product Listing.

15.4. Assignment. Neither Party may transfer or assign its rights or obligations under this Agreement, the Order(s) or SOW(s) to any third party without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign the Agreement and any Order or SOW and any right or obligation hereunder and thereunder in connection with a merger, acquisition, purchase of all or substantially such Party's assets or stock. Any prohibited assignment shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefits of the Parties' assignees and successors-in-interest.

15.5. Governing Law; Jurisdiction. (1) If the Emerix contracting entity is Emerix, Inc., then this Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws principles, and the competent state and federal courts in New York County, New York, shall have exclusive personal jurisdiction and venue. EACH PARTY AGREES THEY ARE WAIVING THE RIGHT TO A TRIAL BY JURY, AND THE RIGHT TO JOIN AND PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED BY LAW; (2) If the Emerix contracting entity is Emerix Technology Ltd., then this Agreement shall be governed by the laws of the State of Israel, without regard to its conflict of laws principles, and any dispute arising from this Agreement shall be brought before the courts in Tel Aviv, Israel. The Customer and Company agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

15.6. Interpretation. The headings used in this Agreement are for convenience only and shall in no case be considered in construction. Any Order entered into between the parties simultaneously with this Agreement shall be deemed to incorporate this Agreement.

15.7. Force Majeure. Neither Party shall be liable to the other Party for any failure to perform any of its obligations under the Agreement or any Order or SOW (not including Customer's payment obligations) during any period in which such performance is delayed, hindered, or adversely affected as a result of circumstances beyond the affected Party's reasonable control including fire, flood, war, pandemic or any other public health crisis, act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, embargo, strike, riot, civil unrest, or disputes with suppliers or vendors (each, a "**Force Majeure Event**"). Each Party will promptly provide the other Party with written notice of the Force Majeure Event. Each Party will use commercially reasonable efforts to avoid or mitigate the effects of a Force Majeure Event and will resume performance of any suspended obligation as soon as reasonably practicable after termination of such Force Majeure Event. Each Party's time for performance will be excused for the duration of the Force Majeure Event. If a Force Majeure Event materially affecting or hindering Emerix's performance continues for a consecutive period of more than 60 days, Customer may terminate this Agreement or any affected Order(s) or SOW(s), and Emerix will refund Customer any Fees prepaid to Emerix for the remaining Service Term(s) under terminated Order(s), prorated for the portion of time unused by Customer following the termination.

15.8. Equitable Relief. Each Party agrees that in the event of a breach or threatened breach of Sections 1.7 or 6, the non-breaching Party may seek an injunctive or equitable relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled. Therefore, notwithstanding anything to the contrary herein, the non-breaching Party may seek injunctive or equitable relief from

any court of competent jurisdiction anywhere in the world without the need to prove actual damages or post bond or security for such relief.

15.9. Export Control. The Platform and Services may be subject to U.S. or foreign export controls, laws and regulations (the "**Export Controls**"), and Customer agrees and confirms that: (i) Customer is not located or uses, exports, re-exports or imports the Platform (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; (ii) Customer is solely responsible for complying with applicable Export Controls which may impose additional restrictions, prohibitions or requirements on the use of the Platform.

15.10. Relationship of the Parties; No Third-Party Beneficiaries. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Users are not, and there are no third-party beneficiaries to this Agreement (without detracting from any rights individuals might have as data subjects under applicable privacy laws and the Privacy Policy).

15.11. No Additional Terms. No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with the Services or any part thereof will be binding on Customer or its Users, even if use of the Platform, or any part thereof, requires an affirmative "acceptance" of such terms before access to or use of the Platform or any part thereof, is permitted. For clarity, the Privacy Policy, Documentation and Third Party Services' terms are not considered additional terms pursuant to this Section, nor do any online marketplace or Reseller terms through which this Agreement is accepted.

Exhibit A

Statement of Work
(Template)

This Statement of Work ("**SOW**") confirms the provision of certain Tailoring Services by Emerix to Customer as of the later of the dates it is executed by both Parties ("**SOW Start Date**"), in accordance with the terms of the Master Services Agreement between the Parties incorporating this SOW (the "**Agreement**"). Any capitalized terms not defined herein have the meaning given to them in the Agreement.

1. Workflow: [_____].

2. Scoping: The first Milestone will be dedicated for scoping and determination of the subsequent Milestones' content and specifications (including Milestone acceptance criteria triggering payment), which will be set out in a mutually determined specifications document to be agreed between the Parties during the scoping. Notwithstanding anything to the contrary in the Agreement or any Order(s), Fees for the scoping are non-refundable.

3. Fees and Milestones. In consideration of the Tailoring Services, Customer shall pay Emerix or its Reseller (for SOWs entered into via a marketplace's offer) total aggregate Tailoring Fees of $[_]. Customer shall pay __ percent (__%) of the Tailoring Fees upon the SOW Start Date (or upon Customer's receipt of an initial invoice by Emerix), and the remaining __ percent (__%) in accordance with and subject to completion and acceptance of the Milestone set out below.

4. Milestone and Payment Schedule:

Payment No.	Fixed Date or Milestone	Payment Due Date or Milestone Description	Expected Completion Date	Tailoring Fees Percentage	Tailoring Fees Amount	Customer Dependencies
1.	SOW Start Date	Scoping		X%		
…						

5. Workflow Completion Date. Upon the completion and acceptance of all Milestones for the respective Workflow hereunder (such date of completion and acceptance, the "**Workflow Completion Date**"), such completed Workflow will be added to the Services and be deemed part of the Services and Platform in accordance with the Agreement, and Customer's Service Term with respect to such Workflow will commence, in accordance with the Workflow Initial Term (and any Renewal Term(s)) set out in the Order.

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their duly authorized representatives, becoming effective as of the SOW Start Date.

[Emerix entity name].	**[Customer legal name]**
By: _____	By: _____
Name: Ariel Palones	Name: _____
Title: CEO	Title: _____
Date: _____	Date: _____