

This Software as a Service Agreement is made between you (“USER”) and Findings (LKA as IDRRRA cyber securityLtd (“Findings”).

Grant of License to Access and Use Service

FINDINGS hereby grants to USER, including to all USER’s Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide license to access and use the FINDINGS platform (the “Service”) solely for USER’s internal business operations (the “3rd party program”), according to FINDINGS’s terms and policies listed hereby.

The Service

FINDINGS will provide to USER its technology and software tools, as well as modifications, adjustments, specific developments and integrations related to the 3rd party program – in accordance with the described in Annex A hereby.

Fees

USER shall pay FINDINGS a subscription fee for the 3rd party program provided under this agreement as described hereby

Taxes

The fees mentioned will include any taxes that may apply, and USER will not held responsible for any other payment excluding the fees under this agreement.

Term

This agreement begins on the Effective Date and will continue until termination (the “Term”).

Service Levels

Applicable Levels

FINDINGS shall provide the Service to USER with a continuous system availability and subjected to the availability of AWS.

System Maintenance

FINDINGS may take the Service offline for scheduled maintenances that it provides USER the schedule for in advance (though this scheduled maintenance time will not count as System Availability) and change its schedule of maintenances on a week written notice to USER.

System Availability Definition

Percentage of Minutes per Month. "System Availability" means the percentage of minutes in a month that the key components of the Service are operational.

Not Included in System Availability.

"System Availability" will not include any minutes of downtime resulting from scheduled maintenance, events of force majeure, malicious attacks on the system, issues associated with USER's computing devices, local area networks or internet service provider connections, or FINDINGS's inability to deliver services because of USER's acts or omissions.

Data Protection

FINDINGS shall implement reasonable safeguards to prevent unauthorized access to, use of, or disclosure of the disclosing party's Data.

Back-Up Data

FINDINGS shall conduct a periodically backup of data and will deliver to USER a full back-up of USER's Data, in a format the parties agree on in writing.

Statistical and meta-data Information

FINDINGS may anonymously compile statistical and meta data information related to the performance of the Service or benchmarking data or for research related purposes or purposes of improving the Service, but only if such information does not identify the data as USER's or otherwise include USER's name and as detailed in the findings privacy policy.

Publicity

Consent

Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.

Representations

Mutual Representations

Existence

The parties are corporations incorporated and existing under the laws of the jurisdictions of their respective incorporation.

Authority and Capacity

The parties have the authority and capacity to enter into this agreement.

Execution and Delivery

The parties have duly executed and delivered this agreement.

Enforceability

This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

No Conflicts

Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.

No Breach

Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under its articles, bylaws, or any unanimous shareholders agreement, any Law to which it is subject, any judgment, Order, or decree of any Governmental Authority to which it is subject, or any agreement to which it is a party or by which it is bound.

Permits, Consents, and Other Authorizations

Each party holds all Permits and other authorizations necessary to own, lease, and operate its properties, and conduct its business as it is now carried on.

The USER hereby approves and provide consent to receive from FINDINGS occasional notifications, including email messages addressing the various aspects of the service.

FINDINGS's Representations

Ownership

FINDINGS is the exclusive legal owner of the Service, including all Intellectual Property included in the Service and granted under the 3rd party program.

Status of Licensed Intellectual Property

FINDINGS has properly registered and maintained all Intellectual Property included in the Service and granted under the 3rd party program and paid all applicable maintenance and renewal fees.

No Conflicting Grant

FINDINGS has not granted and is not obligated to grant any license to a third party that would conflict with the 3rd party program.

No Infringement

The Service does not infringe the Intellectual Property rights or other proprietary rights of any third party.

No Third-Party infringement

To FINDINGS's Knowledge, no third party is infringing the Service.

User Obligations

Hardware Obligations

USER shall be responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to internally access the Service, and

paying all third-party access charges incurred while using the Service.

Anti-Virus Obligations

USER shall be responsible for implementing, maintaining, and updating all necessary and proper procedures and software for safeguarding against computer infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties (collectively "Viruses").

USER's Use of Services

USER shall abide by all local and international Laws and regulations applicable to its use of the Service, use the Service only for legal purposes, and comply with all regulations, policies and procedures of networks connected to the SaaS.

Restricted Uses

USER will not upload or distribute of any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service, modify, disassemble, decompile or reverse engineer the Service, probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the Service, take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Service, copy or reproduce the Service,

access or use any other clients' or their users' data through the Service, maliciously reduce or impair the accessibility of the Service, use the service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

the USER will not use the system for any commercial gain unless subscribed in to a proper subscription plan signed and executed with FINDINGS.

Limited Warranty

Service Warranty

The Company will provide the Service in a professional manner consistent with general industry standards.

Performance Warranty

The Company warrants that the Service will perform substantially in accordance with the Documentation.

Warranty Disclaimer

The Company does not guarantee that the Service will be error-free, virus-free, or uninterrupted. The Company will not be liable for any unauthorized alteration, theft, or destruction of any of the Customer's data.

Ownership of Intellectual Property

FINDINGS will retain all interest in and to the Services, including all documentation, modifications, improvements, upgrades, derivative works, and all other Intellectual Property rights in connection with the Service, including FINDINGS's name, logos, and trademarks reproduced through the Service.

Termination

Termination on Notice

Upon the end of the subscription period – either party may terminate this agreement for any reason on 30 business days' notice to the other party.

Termination for Material Breach

Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if the other party fails to perform, has made or makes any

inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and

the failure, inaccuracy, or breach continues for a period of 30 Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

Termination for Failure to Pay

FINDINGS may terminate this agreement with immediate effect by delivering notice of the termination to USER if USER fails to pay the Subscription Fee on time and subject to a notice that will be delivered by FINDINGS to USER.

Effect of Termination

Pay Outstanding Amounts. USER shall immediately pay to FINDINGS all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination.

Discontinuance of Use

USER shall cease all use of the Service upon the effective date of the termination.

Recovery of Data

USER will have [30] days from the date of termination to retrieve any of data that USER wishes to keep and subjected to fully paying its fees in accordance with the account type he uses.

Indemnification

Indemnification by FINDINGS.

Indemnification for Infringement Claims

Subject to paragraph [EXCLUSIONS], FINDINGS (as an indemnifying party) shall indemnify USER (as an indemnified party) against all losses and expenses arising out of any proceeding

brought by a third party, and arising out of a claim that the Services infringe the third party's Intellectual Property rights.

Qualifications for Indemnification

FINDINGS will be required indemnify USER under paragraph [INDEMNIFICATION FOR INFRINGEMENT CLAIMS] only if USER's use of the Services complies with this agreement and all documentation related to the Services, the infringement was not caused by USER modifying

or altering the Services or documentation related to the Services, unless FINDINGS consented to the modification or alteration in writing, and

the infringement was not caused by USER combining the Services with products not supplied by FINDINGS, unless FINDINGS consented to the combination in writing.

Notice and Failure to Notify

Notice Requirement

Before bringing a claim for indemnification, the indemnified party shall notify the indemnifying party of the indemnifiable proceeding and deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

Failure to Notify

If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying party will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

Exclusive Remedy

The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section [INDEMNIFICATION].

Limitation on Liability

Mutual Limit on Liability

Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.

Maximum Liability

FINDINGS's liability under this agreement will not exceed the fees paid by USER under this agreement during the 12 months preceding the date upon which the related claim arose.

General Provisions

Entire Agreement

The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

Amendment

FINDINGS may amend the terms and conditions of this agreement at any time by reasonable notice, including without limitation by posting revised terms on its website at the URL www.FINDINGS.com/EULA.

Assignment

Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

Notices

Method of Notice.

The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax][, or (v) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

Receipt of Notice.

A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, the earlier of the other party's receipt of it and the [fifth] business day after mailing it.

Governing Law

This agreement shall be governed, construed, and enforced in accordance with the laws of the State of ISRAEL, without regard to its conflict of laws rules.

Severability

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Waiver

Affirmative Waivers

Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

Written Waivers

A waiver or extension is only effective if it is in writing and signed by the party granting it.

No General Waivers

A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

No Course of Dealing

No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

Force Majeure

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

Relationship of the Parties

No Relationship.

Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.

No Authority.

Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.