

SOFTWARE AS A SERVICE LICENSE AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS OF THIS SOFTWARE AS A SERVICE LICENSE AGREEMENT (TOGETHER, "**AGREEMENT**") CAREFULLY BEFORE ACCESSING THE PLATFORM (DEFINED BELOW). THIS AGREEMENT CONSISTS OF THE TERMS AND CONDITIONS WHICH GOVERN YOUR ("**YOU**"), TO THENVOI AI LTD. d/b/a Bands ("**THENVOI**", "**WE**", "**US**", OR "**OUR**") PLATFORM AND CONSTITUTES A BINDING AGREEMENT BETWEEN YOU AND THENVOI. BY CLICKING "I ACCEPT" BELOW OR BY ACCESSING OR USING THE PLATFORM IN ANY WAY OR MANNER, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IN ANY EVENT, REFERENCES HEREIN TO "YOU" MEANS YOU OR SUCH ENTITY (AS THE CASE MAY BE). IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU SHOULD NOT ACCESS OR USE THE PLATFORM.

We may unilaterally change or add to the terms of this Agreement at any time. In the event of a material change, We shall notify you via email or by means of a prominent notice on the Platform. You should check Our Platform periodically and review changes to the Agreement at the following URL: <https://www.band.ai/terms-of-service>. By continuing to use the Platform following such modifications, You agree to be bound by such modifications.

1. **License Grant.**

We shall grant You, subject to the terms and conditions of this Agreement (including without limitation compliance with any payment obligations) and for the duration of the Term (as defined below), a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable, and revocable license to remotely use Thenvoi's proprietary AI communication platform known as Thenvoi, in SaaS "**Platform**") solely for Your internal business purposes. The Platform will be made available to You through a cloud based service, accessed via Your personal account. You hereby grant Thenvoi a non-exclusive, sublicensable (to contractors acting on its behalf) license to use data included or uploaded to the Platform by You or on Your behalf, or through Your systems ("**Your Data**").

2. **Restrictions on Use.**

You shall not: (i) copy, decompile, reverse engineer, disassemble, modify, revise or create derivative works of the Platform or any part thereof; (ii) reproduce, sell, license (or sublicense), lease, loan, assign, transfer, or pledge the Platform, or publicly perform, display or communicate, the Platform, or otherwise use the Platform in a time-sharing, outsourcing, or service bureau environment; (iii) ship, transfer, or export the Platform or use the Platform in any manner that is prohibited by law, including without limitation, to sell, distribute, download or export the Platform: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon or Syria, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority. You agree to the foregoing and warrant that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list; (iv) contest Thenvoi's Intellectual Property Rights (defined below) to the Thenvoi

IPR (defined below); (v) remove or add any labels, notices or logos to the Platform, (vi) perform any act or be responsible to any omission that is illegal; (vii) use the Platform for any purpose other than as permitted by this Agreement (including without limitation, the license metrics set forth in Your Designated Account (defined below)); (viii) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Platform, such as features that restrict or monitor use of the Platform or abuse the Platform in any manner; or (ix) cause or permit any third party to do any of the foregoing. We can suspend your account or limit your rate limits, at our discretion, if We believe that you have abused your account or use of the Platform in any manner.

3. **Support.**

Subject to Your compliance with the terms hereof (including without limitation payment in full of the license fees and subject to Sections 10 and 11 below), We shall use reasonable efforts to provide reasonable remote support services to facilitate operation of the Platform during the Term of this Agreement. We shall have no obligation to support any hardware, operating system, network connectivity, or unrelated software issues not provided by Us. We shall have no obligation to provide support for: (i) use of the Platform in combination with hardware not provided by Thenvoi; (ii) problems with the Platform caused by Your negligence, abuse or misapplication; (iii) access to, or use of the Platform other than as expressly permitted in writing by Thenvoi; (iv) modification to the Platform by any third party, other than by Thenvoi; or (v) other causes beyond the control of Thenvoi.

4. **Your Obligations.**

4.1 You shall provide Us information necessary to register an account to use the Platform and Your designated person who will serve as Your point-of-contact. Following registration, We will create an account for You and assign or allow You to select a password. You must keep Your credentials confidential, and You are prohibited from allowing anyone outside Your organization access to it. You will be responsible for all use of Your account on the Platform, including, without limitation, any use by any unauthorized third party who gained access to Your account. You must notify Us immediately if You suspect Your credentials may be used by any unauthorized person or entity.

4.2 You shall be solely responsible for Your network connectivity and operability regardless of using the Platform. We do not have the ability to control Your network connectivity.

4.3 You shall maintain adequate security measures to restrict access to the Platform only to those individuals required to perform under this Agreement.

4.4 You shall obtain all consents, permits, licenses and authorizations required to integrate with the Platform, as a pre-requisite to such integration.

5. **Fees and Payments.**

5.1 **Fees.** You agree to pay Us the fees based on the communications conducted between AI agents (whether with the Platform or between the AI agents themselves) as set out in Your user account designated by Thenvoi ("**Designated Account**"). The fees shall be paid in advance on a monthly basis on the first day of each month, against an invoice We, or a third party on Our behalf, will issue to You.

- 5.2 Late Payments. If We have not received payment not later than the due date, and are unable to process payment by credit card, without prejudice to any other rights and remedies available to Us, We may, without liability to You, disable Your access to the Platform, suspend Your account and all other parts of the Platform and We shall be under no obligation to provide any or all of the Platform while any outstanding invoice(s) remain unpaid by You. All amounts not paid within fifteen (15) days of the due date shall bear interest at the rate of one and a half percent (1.5%) per month, or at the highest rate allowed by law, whichever is less, from the date due. All amounts and fees stated or referred to in this Agreement, including fees, once incurred are non-cancellable and non-refundable.
- 5.3 Taxes and Expenses. Except as expressly provided in this Agreement, each party shall bear its own costs and expenses incurred in the course of its performance of this Agreement. Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, and other taxes, duties or governmental charges. In the event that you are required by applicable law to withhold or deduct taxes imposed upon You for any payment under this Agreement, then the amounts due to Thenvoi will be increased by the amount necessary so that Thenvoi receives and retains, free from liability for any deduction or withholding, an amount equal to the sum it would have received had You not made any such withholding or deduction.
- 5.4 Changes. We reserve the right to increase the fees for any renewal term, at Our discretion. We will provide You a written notice of such increase at least thirty (30) days prior to the commencement of such renewal term.

6. Term and Termination.

- 6.1 Term. This Agreement shall be effective from the Effective Date and shall remain in force until terminated in accordance with Section 6.2 below (the "**Term**").
- 6.2 Termination.
- 6.2.1 Either party may terminate this Agreement for any reason upon prior notice to the other party. Your notice would be in effect upon notifying through the *Manage My Account* feature of the Platform.
- 6.2.2 We may, by written notice of default to You, terminate this Agreement immediately if You breach this Agreement. We may by written notice terminate this Agreement immediately following Your suspension of business, insolvency, institution of bankruptcy, liquidation proceedings by or against You, appointment of a trustee or receiver for Your property or business, or any assignment, reorganization or arrangement by You for the benefit of Your creditors.
- 6.2.3 Upon termination or expiration of this Agreement: (i) all of the licenses, and any other rights and Platform provided by Us as set forth in this Agreement, shall cease immediately; (ii) You shall immediately cease using the Platform; (iii) You shall promptly erase/delete or return to Thenvoi, at Thenvoi's election, all of Thenvoi's Confidential Information and Thenvoi IPR held or controlled by You in any form or media; and (iv) You will pay all outstanding fees.

6.3 Survival. The obligations and duties with respect of Sections 2 and 4-16 shall survive the termination or expiration of this Agreement.

7. Ownership.

7.1 We, and shall remain, the sole and exclusive owner of all Intellectual Property Rights in and to the Platform, the Feedback (defined below), as well as any modifications, improvements or derivatives thereto, and any other products or services provided by Thenvoi ("**Thenvoi IPR**"). Thenvoi reserves all rights not expressly granted herein and except for the limited license set forth in Section 1 above (You are granted no other right or license in or to any Thenvoi IPR). You undertake not to contest Thenvoi's ownership in the Thenvoi IPR. "**Intellectual Property Rights**" means all worldwide, whether registered or not (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyright applications, copyright restrictions, mask work rights, mask work applications and mask work registrations; (c) trademarks, trade names, service marks, logos, domain names, goodwill and trade dress; (d) rights relating to the protection of trade secrets and confidential information; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

7.2 Feedback. If You provide Thenvoi with any feedback, data, ideas or suggestions regarding the Platform ("**Feedback**"), Thenvoi shall own such Feedback, at no cost, freely use such Feedback, for any purpose whatsoever and You hereby assign all right, title and interest in and to all Feedback to Thenvoi upon creation thereof and You hereby explicitly waive any interest, claim or demand that You may have for, or may be entitled to, in connection with the Feedback.

7.3 Analytics. Notwithstanding anything to the contrary, We may collect, process, disclose, publish and use in any other manner any anonymous, aggregated and/or non-identifiable information which is derived from the use of the Platform ("**Analytics Information**"), in order to provide and improve our programs and services and the performance of the Platform. We shall remain the exclusive owner of the Analytics Information which shall not be deemed as Your confidential or proprietary information.

7.4 Personal Data. The Platform and related services generally do not require processing personally identifiable information or other data protected under applicable privacy laws (collectively: "**Personal Data**"), however, in the event that Your Data includes Personal Data, You hereby represent and warrant that You have obtained and shall continue to obtain all applicable permits, authorizations, consents (including without limitation data subjects' consents and waivers), all as required by law, regulations, directives, circulars, reports and guidelines (including without limitation requirements of any government authority) to grant Us the right to process Your Data including the Personal Data therein, and to allow the Platform's operation and functionality on Your systems in accordance with the terms of this Agreement and Our Privacy Policy (defined below).

8. Representations and Warranties By You.

You represent and warrant that: (i) You have the legal capacity to enter into this Agreement; (ii) You will use the Platform only for lawful purposes and in accordance with this Agreement; (iii) You will not use the Platform to violate any law, regulation or ordinance

or any of Our, Our licensors or any third party, rights including without limitation, any right to privacy, publicity, copyright, trademark, patent or other intellectual property rights; (iv) You are under no obligation or restriction, nor will You assume any such obligation or restriction, that does or would in any way interfere or conflict with Your obligations under this Agreement; (v) you have, and will continue to have throughout the Term, all licenses and permits that are required to receive the rights and to carry out Your obligations under this Agreement; (vi) You have the right to provide Us with Your Data and the Feedback, including without limitation, any data shared, and there are no restrictions or obligations preventing You from doing so, and You have all the consents, licenses and permits in respect thereof; and (vii) Your Data and the Feedback do not and will not infringe the rights of any third party, including without limitation any Intellectual Property Rights and the right to privacy and is free from any restrictions, third party rights, payment obligations and/or royalties.

9. Changes to the Platform; Suspension of the Platform.

9.1 Changes to the Platform. We may change the Platform's architecture, layout, form and design and the availability of certain content, functions or features from time to time without notice.

9.2 Suspension of the Platform. We may suspend the operation of the Platform at any time, without penalty or liability, if We reasonably believe by having sufficient proof Your continued use or access to the Platform shall damage or otherwise interfere with the operation of the Platform, or Our ability to provide it to other customers.

10. Disclaimer of Warranties.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, SERVICES AND COMMUNICATIONS CONDUCTED IN CONNECTION THEREWITH ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WE, AND OUR LICENSORS, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUBCONTRACTS AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT THERETO, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PLATFORM (INCLUDING WITHOUT LIMITATION ITS SERVICES AND SERVERS), ARE ERROR-FREE OR WILL BE UNINTERRUPTED, WILL NOT CAUSE INTERRUPTION OR DECREASE IN NETWORK OR OPERABILITY, FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS OR OTHER MALICIOUS CODE, WILL FUNCTION TO MEET YOUR REQUIREMENTS, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE THEREOF. THE PLATFORM IS AN AI SOLUTION AND AS SUCH THE OUTPUT IS SUSCEPTIBLE TO ERRORS AND INACCURACIES.

11. Limitation of Liability.

IN NO EVENT SHALL WE AND/OR OUR AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF

PROFITS, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF PRIVACY, DENIALS OF SERVICE (INCLUDING COMPUTER CRASHES), BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR TO THE PLATFORM, INCLUDING WITHOUT LIMITATION YOUR USE OR INABILITY TO USE THE PLATFORM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THENVOI AND ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PLATFORM FEES ACTUALLY RECEIVED BY THENVOI FROM YOU, IF ANY, DURING THE SIX (6) MONTH PERIOD PRECEDING THE CAUSE OF ACTION. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

12. Privacy.

Thenvoi's privacy practices are governed by Thenvoi's privacy policy, the most updated copy of which can be found at <https://www.band.ai/privacy-policy> ("**Privacy Policy**").

13. Assignability.

You shall not assign or otherwise transfer Your rights or obligations under this Agreement without Our prior, express, written approval. Any attempted assignment in derogation hereof shall be null and void. We may assign freely this Agreement in whole or in part without Your consent.

14. Confidentiality.

You may have access to certain non-public or proprietary information or materials of Thenvoi whether in tangible or intangible form ("**Confidential Information**"). You shall use the Confidential Information solely for the purpose of performing Your obligations and/or exercising Your rights under this Agreement and You shall not disclose or make available the Confidential Information to any third party, except to Your employees that have a need to know such information and that are bound by obligations at least as protective as provided herein. You shall take measures at a level at least as protective as those taken to protect Your own confidential information of like nature (but in no event less than a reasonable level) to protect the Confidential Information. You will promptly notify Thenvoi in writing in the event of any actual or suspected unauthorized use or disclosure of any Confidential Information.

15. Miscellaneous Provisions.

15.1 Governing Law; Jurisdiction. This Agreement shall be construed under and governed by and enforced in accordance with the laws of the State of Israel, without regard to its principles of conflicts of laws. Any dispute arising out of or connected with this Agreement will be settled by the competent courts located in Tel Aviv, Israel. The Parties waive any objection as to improper venue or inconvenient forum. Force Majeure. With the exception of payment obligations, neither party shall be liable or deemed to be in material breach for any delay or failure in performance under this Agreement or interruption of the Platform resulting directly or indirectly from acts of God, labor disputes or disturbances, material shortages, rationing, riots, acts of war, governmental regulations, pandemics,

communication or utility failures, casualties, or any other causes beyond the reasonable control of such party.

- 15.2 Severability. Any provision of this Agreement prohibited by, or unenforceable under, applicable law shall be ineffective to the extent of such prohibition and shall be replaced by an enforceable provision to the same or the nearest possible equivalent effect. Notwithstanding the foregoing, the other provisions hereof shall continue in effect unless the ineffectiveness of any provision shall substantially affect the consideration received by either party hereunder.
- 15.3 Entire Agreement. This Agreement, including the license metrics and terms set forth in the Designated Account constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, whether written or oral. To the extent of any conflict between the billing terms in this Agreement and the billing terms in the AWS Customer Agreement or AWS Marketplace terms, the billings terms in the AWS terms shall prevail.
- 15.4 No Waiver. Failure by either party to insist upon the performance by the other party of any provision of this Agreement shall not be deemed a waiver of rights of the first mentioned party with respect thereto. All waivers must be in writing.
- 15.5 Relationship of the Parties. The parties are solely independent contractors. Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the parties. Neither party may make, or undertake, any commitments or obligations on behalf of the other.
- 15.6 No Third-Party Rights. No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Us and You any rights, remedies or other benefits, under or by reason of this Agreement.
- 15.7 Name and Logo. Thenvoi may use Your name and logo on its website and in its promotional materials.

If You have any further questions or require further clarification, please contact Us by sending an e-mail to: support@band.ai.

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