

MASTER SAAS AGREEMENT

This Master SaaS Agreement (this "**Agreement**") is effective as of the effective date of the first Order for the Service (the "Effective Date"). (the "**Effective Date**"), by and between:

MoovingON Ltd., a company incorporated under the laws of Israel, Company Number 514747740, with its principal place of business at POB 1795, Zikhron Yaakov 3094010, Israel ("**MoovingON**" or "**Company**"); and

The customer identified in the applicable Business Offer ("**Customer**").

MoovingON and Customer are each referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, MoovingON owns and operates a cloud operations platform known as moovingon.ai, which provides solutions for cloud operation teams to manage production issues and workflows from a unified web-based platform;

WHEREAS, Customer desires to subscribe to and use the Services (as defined below) in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties wish to set forth the terms and conditions governing Customer's access to and use of the Services.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1. **Authorized Users** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services under Customer's account and to whom Customer has supplied user credentials. Authorized Users shall not include any individual employed by a competitor of MoovingON.
- 1.2. **Business Offer** means the mutually executed document that specifies the Services subscribed to by Customer, pricing, Subscription Term, number of Authorized Users, and other commercial terms specific to Customer's subscription.
- 1.3. **Confidential Information** means all non-public information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to business plans, technical data, customer lists, financial information, and the terms of this Agreement.
- 1.4. **Customer Data** means all electronic data, information, and materials provided, uploaded, or transmitted by or on behalf of Customer or

Authorized Users to the Services, excluding any data processed under the Data Processing Agreement.

- 1.5. **Documentation** means MoovingON's standard user guides, manuals, and online help documentation for the Services, as updated from time to time and made available at <https://docs.moovingon.ai> or such other location as MoovingON may designate.
- 1.6. **Personal Data** shall have the meaning assigned to it under the applicable Data Protection Agreement, as incorporated herein by reference. <https://www.moovingon.com/moovingon-ai-dpa/>
- 1.7. **Services** means the moovingon.ai CloudOps platform software-as-a-service offering, including the Software, any updates, enhancements, or modifications thereto, and any related support services provided by MoovingON under this Agreement, as more particularly described in the applicable Business Offer.
- 1.8. **Subscription Fees** means the fees payable by Customer for access to and use of the Services as set forth in the applicable Business Offer.
- 1.9. **Subscription Term** means the initial term and any renewal terms during which Customer is authorized to access and use the Services, as specified in the applicable Business Offer.

2. GRANT OF LICENSE AND ACCESS

- 2.1. **License Grant.** Subject to the terms and conditions of this Agreement and Customer's payment of all applicable Subscription Fees, MoovingON hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, worldwide license during the Subscription Term to access and use the Services solely for Customer's internal business operations and in accordance with the Documentation.
- 2.2. **Authorized Users.** Customer may permit Authorized Users to access and use the Services on Customer's behalf, provided that Customer shall be responsible for each Authorized User's compliance with this Agreement. Customer shall not permit any individual who is not an Authorized User to access or use the Services.
- 2.3. **Usage Limitations.** Customer's use of the Services is subject to the usage limitations, user counts, and other restrictions specified in the applicable Business Offer.
- 2.4. **Credentials and Security.** Customer is responsible for maintaining the confidentiality of all user credentials and for all activities that occur under Customer's account. Customer shall immediately notify MoovingON of any unauthorized use of Customer's account or any other breach of security.

3. RESTRICTIONS AND ACCEPTABLE USE

- 3.1. **Prohibited Activities.** Customer shall not, and shall not permit any Authorized User or third party to:

- 3.1.1. Copy, modify, create derivative works of, reverse engineer, decompile, or disassemble the Services or Software;
- 3.1.2. Access the Services to build a competitive product or service, or copy any features, functions, or graphics of the Services;
- 3.1.3. License, sell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit the Services;
- 3.1.4. Remove, alter, or obscure any proprietary notices on the Services or Documentation;
- 3.1.5. Use the Services in any manner that violates applicable laws or regulations;
- 3.1.6. Transmit any viruses, worms, malware, or other malicious code through the Services;
- 3.1.7. Interfere with or disrupt the integrity or performance of the Services or the data contained therein;
- 3.1.8. Attempt to gain unauthorized access to the Services or related systems or networks;
- 3.1.9. Use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
- 3.1.10. Use the Services to store or transmit material in violation of third-party privacy rights; or
- 3.1.11. Use the Services for any purpose other than as expressly permitted under this Agreement.

3.2. **Enforcement.** MoovingON reserves the right to suspend or terminate Customer's access to the Services immediately upon notice if MoovingON reasonably believes that Customer or any Authorized User has violated the restrictions set forth in this Section 3 or that Customer's use of the Services poses a security risk to MoovingON or any third party.

4. CUSTOMER DATA

- 4.1. **Ownership.** As between the Parties, Customer retains all right, title, and interest in and to Customer Data. Customer hereby grants to MoovingON a non-exclusive, worldwide, royalty-free license to use, copy, store, transmit, and display Customer Data solely to the extent necessary to provide the Services to Customer and to comply with applicable law.
- 4.2. **Customer Responsibilities.** Customer is solely responsible for the accuracy, quality, integrity, legality, and appropriateness of Customer Data. Customer represents and warrants that it has obtained all necessary rights, consents, and permissions to provide Customer Data to MoovingON and to grant the license set forth in Section 4.1.
- 4.3. **Data Backup.** MoovingON performs regular backups of Customer Data in accordance with its standard backup procedures. However, Customer is

solely responsible for maintaining its own backup copies of Customer Data. MoovingON shall have no liability for any loss, alteration, or corruption of Customer Data except to the extent caused by MoovingON's gross negligence or willful misconduct.

4.4. **Data Deletion.** Upon termination or expiration of this Agreement, MoovingON shall, at Customer's written request made within thirty (30) days following such termination or expiration, make Customer Data available to Customer for download in a standard format for a period of thirty (30) days. Thereafter, MoovingON shall delete or destroy all Customer Data in its possession or control, except to the extent MoovingON is required to retain such data by applicable law.

5. FEES AND PAYMENT

5.1. **Subscription Fees.** Customer shall pay to MoovingON the Subscription Fees set forth in the applicable Business Offer. All fees are non-refundable except as expressly provided in this Agreement.

5.2. **Payment Terms.** Unless otherwise specified in the Business Offer, Subscription Fees are due and payable in advance on an annual basis. MoovingON shall invoice Customer for Subscription Fees at the beginning of each Subscription Term or renewal term. Customer shall pay all invoices within thirty (30) days of the invoice date.

5.3. **Late Payment.** If Customer fails to pay any amount when due, MoovingON may charge interest on the overdue amount at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. In addition, Customer shall reimburse MoovingON for all reasonable costs and expenses incurred in collecting overdue amounts, including attorneys' fees.

5.4. **Taxes.** All Subscription Fees are exclusive of all taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on MoovingON's net income. If MoovingON is required to pay or collect Taxes for which Customer is responsible, Customer shall reimburse MoovingON for such Taxes.

5.5. **Fee Increases.** MoovingON may increase Subscription Fees upon renewal of the Subscription Term by providing Customer with at least sixty (60) days' prior written notice. If Customer does not agree to the fee increase, Customer may terminate this Agreement effective as of the end of the then current Subscription Term by providing written notice to MoovingON at least thirty (30) days prior to the renewal date.

6. TERM AND TERMINATION

6.1. **Term.** This Agreement commences on the Effective Date and continues for the initial Subscription Term specified in the Business Offer. Unless either

Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term, this Agreement shall automatically renew for successive renewal terms of equal length to the initial Subscription Term.

6.2. **Termination for Cause.** Either Party may terminate this Agreement for cause upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. Notwithstanding the foregoing, MoovingON may terminate this Agreement immediately upon notice if Customer breaches Section 3 (Restrictions and Acceptable Use) or Section 5 (Fees and Payment).

6.3. **Termination for Insolvency.** Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to any bankruptcy or insolvency proceeding.

6.4. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason:

6.4.1. All licenses and rights granted to Customer under this Agreement shall immediately terminate;

6.4.2. Customer shall immediately cease all use of and access to the Services;

6.4.3. Customer shall pay all outstanding Subscription Fees and other amounts due through the end of the then-current Subscription Term;

6.4.4. Each Party shall return or destroy all Confidential Information of the other Party in its possession or control; and

6.4.5. The provisions of Sections 4.4 (Data Deletion), 5.1 (Subscription Fees), 6.4 (Effect of Termination), 7 (Intellectual Property), 8 (Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11 (Confidentiality), and 12 (General Provisions) shall survive.

7. INTELLECTUAL PROPERTY

7.1. **MoovingON Property.** MoovingON retains all right, title, and interest in and to the Services, Software, Documentation, and all intellectual property rights therein. Customer acknowledges that the Services and Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except for the limited license granted in Section 2.1, nothing in this Agreement grants Customer any right, title, or interest in or to the Services, Software, or Documentation.

7.2. **Feedback.** If Customer provides MoovingON with any suggestions, enhancement requests, recommendations, or other feedback regarding the Services ("**Feedback**"), MoovingON shall be free to use, disclose, reproduce, license, and otherwise distribute and exploit such Feedback

without any obligation or restriction of any kind on account of intellectual property rights or otherwise.

- 7.3. **Usage Data.** MoovingON may collect and analyze data and information relating to Customer's use of the Services, including usage statistics, performance data, and other technical information ("**Usage Data**"). MoovingON may use Usage Data to improve and enhance the Services, develop new products and services, and for other business purposes, provided that such Usage Data is aggregated and anonymized such that it does not identify Customer or any individual.

8. **WARRANTIES AND DISCLAIMERS**

- 8.1. **Performance Warranty.** MoovingON warrants that the Services will perform materially in accordance with the Documentation during the Subscription Term. Customer's sole and exclusive remedy for breach of this warranty shall be as set forth in the Service Level Agreement attached hereto as Appendix A.
- 8.2. **Authority and Compliance.** Each Party represents and warrants that: (a) it has the full power and authority to enter into this Agreement; (b) its execution, delivery, and performance of this Agreement does not violate any agreement to which it is a party or by which it is bound; and (c) it shall comply with all applicable laws and regulations in connection with its performance under this Agreement.
- 8.3. **Customer Warranties.** Customer represents and warrants that: (a) it has obtained all necessary rights, consents, and permissions to provide Customer Data to MoovingON and to use the Services as contemplated by this Agreement; (b) Customer Data does not and will not infringe, misappropriate, or violate any third-party intellectual property rights or other proprietary rights; and (c) Customer Data does not and will not violate any applicable law or regulation.
- 8.4. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOOVINGON DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. MOOVINGON DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT MOOVINGON DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

9. **INDEMNIFICATION**

9.1. **MoovingON Indemnification.** MoovingON shall defend, indemnify, and hold harmless Customer from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim that the Services, when used in accordance with this Agreement, infringe or misappropriate such third party's intellectual property rights. MoovingON's obligations under this Section 9.1 shall not apply to the extent that any claim arises from: (a) Customer's modification of the Services; (b) Customer's combination of the Services with any product, service, or technology not provided by MoovingON; (c) Customer's use of the Services in violation of this Agreement; or (d) Customer Data.

9.2. **Customer Indemnification.** Customer shall defend, indemnify, and hold harmless MoovingON from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer Data; (b) Customer's use of the Services in violation of this Agreement or applicable law; (c) Customer's breach of Section 8.3 (Customer Warranties); or (d) any claim that Customer Data infringes or misappropriates any third-party intellectual property rights or violates any third-party privacy rights.

9.3. **Indemnification Procedures.** The indemnified party shall: (a) promptly notify the indemnifying party in writing of any claim for which indemnification is sought; (b) grant the indemnifying party sole control over the defense and settlement of such claim; and (c) reasonably cooperate with the indemnifying party in the defense of such claim. The indemnifying party shall not settle any claim in a manner that admits liability on behalf of the indemnified party or imposes any obligation on the indemnified party without the indemnified party's prior written consent.

9.4. **Remedies.** If the Services become, or in MoovingON's opinion are likely to become, the subject of an infringement claim, MoovingON may, at its option and expense: (a) procure for Customer the right to continue using the Services; (b) replace or modify the Services to make them non-infringing while providing substantially equivalent functionality; or (c) if options (a) and (b) are not commercially reasonable, terminate this Agreement and refund to Customer a pro-rata portion of prepaid Subscription Fees for the remainder of the Subscription Term. This Section 9 states MoovingON's entire liability and Customer's exclusive remedy for any infringement claims.

10. LIMITATION OF LIABILITY

10.1. **CONSEQUENTIAL DAMAGES WAIVER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE, OR LOSS OF GOODWILL, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. **LIABILITY CAP.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOOVINGON'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER TO MOOVINGON DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3. **Exceptions.** The limitations set forth in Sections 10.1 and 10.2 shall not apply to: (a) either Party's indemnification obligations under Section 9; (b) Customer's payment obligations under Section 5; (c) Customer's breach of Section 3 (Restrictions and Acceptable Use); (d) either Party's breach of Section 11 (Confidentiality); or (e) claims arising from either Party's gross negligence, willful misconduct, or fraud.

10.4. **Essential Purpose.** The Parties acknowledge that the limitations of liability set forth in this Section 10 are an essential element of the bargain between the Parties and that MoovingON would not enter into this Agreement without these limitations.

11. CONFIDENTIALITY

11.1. **Confidentiality Obligations.** The Receiving Party shall: (a) hold the Disclosing Party's Confidential Information in strict confidence; (b) not disclose such Confidential Information to any third party except as permitted under this Agreement; and (c) use such Confidential Information only for the purposes of performing its obligations or exercising its rights under this Agreement. The Receiving Party shall protect the Disclosing Party's Confidential Information using the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

11.2. **Permitted Disclosures.** The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, officers, directors, agents, contractors, and professional advisors who have a legitimate need to know such information, provided that such persons are bound by confidentiality obligations at least as protective as those set forth in this Agreement. The Receiving Party may also disclose Confidential Information to the extent required by applicable law or court order, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party's efforts to seek a protective order or otherwise limit such disclosure.

11.3. **Exceptions.** The confidentiality obligations set forth in this Section 11 shall not apply to any information that: (a) is or becomes publicly available through no breach of this Agreement by the Receiving Party; (b) was

rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

11.4. **Return of Confidential Information.** Upon termination or expiration of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party in its possession or control and certify in writing to the Disclosing Party that it has done so.

12. GENERAL PROVISIONS

12.1. **Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party has any authority to bind the other Party or to incur any obligation on behalf of the other Party.

12.2. **Order of Precedence.** In the event of any conflict or inconsistency between the documents comprising this Agreement, the following order of precedence shall govern: (1) the executed Business Offer; (2) this Agreement; (3) the Data Processing Agreement (Appendix B); (4) the Service Level Agreement (Appendix A); and (5) the Documentation. Silence in one document shall not contradict explicit terms in another document.

12.3. **Assignment.** Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by the terms of this Agreement. Any attempted assignment in violation of this Section 12.3 shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

12.4. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (except for payment obligations) to the extent such failure or delay is caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

12.5. **Notices.** All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) when sent by confirmed electronic mail; (c) one (1) business day after being sent by reputable overnight courier service; or (d) three (3) business days after being mailed

by certified or registered mail, return receipt requested, postage prepaid. Notices to MoovingON shall be sent to the address set forth in the preamble to this Agreement, Attention: Legal Department, with a copy to legal@moovingon.com. Notices to Customer shall be sent to the address and contact person specified in the Business Offer.

- 12.6. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.
- 12.7. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its intent, or if such modification is not possible, such provision shall be severed from this Agreement. In either case, the remaining provisions of this Agreement shall continue in full force and effect.
- 12.8. **Entire Agreement.** This Agreement, together with the Business Offer and all appendices and exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, representations, and understandings, whether written or oral, relating to such subject matter. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.
- 12.9. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of laws principles. The Parties hereby submit to the exclusive jurisdiction of the competent courts located in Tel Aviv, Israel for the resolution of any disputes arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.