

## SOFTWARE AS A SERVICE (SAAS) LICENSE AGREEMENT

This Software as a Service (SaaS) License Agreement (the “**Agreement**”) is entered into on [REDACTED], 2026 (the “**Effective Date**”), by and between Aiola Ltd., a company incorporated under the laws of the State of Israel, having its principal place of business at [REDACTED] (“**Aiola**”, or the “**Company**”) and [REDACTED], a company incorporated under the laws of [REDACTED], having its principal place of business at [REDACTED] (the “**Customer**”). Each of the Company and the Customer will be referred to herein as a “**Party**” and together as the “**Parties**”.

**WHEREAS**, Aiola is the developer and proprietor of an AI based platform that provides voice-to-text natural language processing solution via web application which is offered on a software-as-a-service (SaaS) basis, as further specified in **Exhibit A**. Aiola’s platform and web application, including any software code, dashboard, algorithms, utility, application programming interfaces (API), GUI, tools, content, reports and analytics capabilities, the Documentation (as defined below), any of its revisions, modifications, enhancements, customizations, updates or upgrades (as applicable), and any services provided via the platform shall be collectively referred to herein as the “**Solution**” and the “**Services**”, respectively;

**WHEREAS**, the Customer wishes to access and use the Solution and the Services; and

**WHEREAS**, Aiola agrees to grant Customer the right and license to access to and use the Solution and receive the Services, all subject to the terms of this Agreement (including the Exhibits which are incorporated herein by reference and constitute integral part of this Agreement), if any;

**NOW, THEREFORE**, the Parties desire to set forth herein their agreements with respect thereto and agree as follows:

### 1. THE SOLUTION.

- 1.1. **License**. Subject to the terms herein and the payment of Fees (as defined below), Aiola hereby grants to Customer, and Customer hereby accepts, a limited, personal, non-exclusive, non-sublicensable, non-transferable and revocable (in accordance with the terms of this Agreement) license to remotely access and use the Solution solely by Permitted Users (as defined below) during the Term (as defined below), solely for Customer’s internal business purposes and all in accordance with the terms set forth in this Agreement and **Exhibit A**. Access to the Solution will be granted by remote means on a Software-as-a-Service (SaaS) basis.
- 1.2. **Documentation**. Aiola may make available to Customer certain documentation (which shall be considered part of Aiola’s Confidential Information (as defined below)), including standard user documentation and/or manuals, whether in hard copy, or in any electronic form or other media, describing the use, features and operation of the Solution (the “**Documentation**”). Customer shall use such Documentation for its internal business purposes and solely in connection with Customer’s use of the Solution.
- 1.3. **Updates**. It is hereby clarified that the Company is not obligated to provide the Customer with any update, upgrade, new version and/or additional features of the Solution that may be released by the Company during the Term (as defined below), and such may be subject to additional fees. For the avoidance of doubt, the provisions of this Agreement shall apply to any such update, upgrade, new version and/or additional features of the Solution.
- 1.4. **Use by Affiliates**. If **Exhibit A** explicitly provides Customer the right to allow Customer’s Affiliate(s) to access and use the Solution, the Customer shall: (i) provide each such Affiliate with a copy of this Agreement; (ii) ensure that each such Affiliate complies with the terms and conditions therein; and (iii) be responsible for any failure to comply with these terms and conditions by any such Affiliate. For purposes of this Agreement, “**Affiliate**” means any entity that Controls, is Controlled by, or is under common Control with the Customer, where “**Control**” means ownership, directly or indirectly, of 50% or more of the voting interest.
- 1.5. **Account**. An account will be created in connection with Customer’s use of the Solution (the “**Account**”), to be accessed and/or used solely by Customer’s employees or service providers who are explicitly authorized

by Customer to use the Solution (each, a “**Permitted User(s)**”). Customer hereby acknowledges and agrees: (i) to keep, and ensure that the Permitted Users will keep the Account login details and passwords secured at all times; (ii) to provide each Permitted User with a copy of the Documentation and to ensure that the Permitted Users comply with the Documentation and the terms and conditions herein; (iii) to remain solely responsible and liable for any activity that occurs in the Account and for any breach of this Agreement by a Permitted User; and (vi) to promptly notify the Company in writing, if Customer becomes aware of any unauthorized access or use of the Account or the Solution.

## 2. **CUSTOMER DATA.**

- 2.1. Customer Data. The operation of the Solution and the provision of the Services hereunder may require the Customer to provide, upload, transmit and/or make accessible to the Company certain data and materials including data regarding Permitted Users, voice audio and text and any other content and materials that may be required for the provision of the Services (collectively, “**Customer Data**”). The Customer agrees that the Company will collect, monitor, analyze, store and use the Customer Data, on the Customer’s behalf, and in order to provide the Services. Company may create limits on the use of the Service including limitation on size and storage space available for Customer to store Customer Data.
- 2.2. Personal Data. The Customer hereby agrees and acknowledges that it is solely responsible for the quality, accuracy and legality of the Customer Data and the manner in which it has obtained such Customer Data, including that to the extent that the Customer Data includes any personal data (as defined under applicable law), the Customer represents and warrants that it shall comply with all applicable privacy and data protection laws and shall be solely responsible for providing all privacy notices and obtaining all consents as required for the processing of such Customer Data under applicable law.
- 2.3. Ownership of Customer Data. As between the Parties, the right, title and interest of any nature in and to the Customer Data, are and shall remain the exclusive property of the Customer and/or its licensors. Customer hereby grants the Company a non-exclusive, non-revocable, worldwide, assignable, sub-licensable, royalty-free right to access, analyze, monitor, use and process the Customer Data (including, to the extent applicable, the incorporation of the Customer Data with other data obtained from or otherwise processed by the Company and the creation of derivative works of the Customer Data) in order to provide the Services. Except as set forth herein, nothing in this Agreement shall be construed as transferring any right, title or interests in the Customer Data to the Company or any third party.
- 2.4. Anonymous Non-identifiable Analytics. Notwithstanding the foregoing, Company may collect certain anonymous information which is derived from the use of the Solution and/or Output Data (as such term is defined below) and/or the Customer Data (*i.e.*, non-identifiable information, aggregated and analytics information that does not identify an individual person) (collectively, “**Analytics Information**”), and to disclose, publish, exploit and otherwise use in any other manner such Analytics Information in order to provide and improve the Solution and the Services, for R&D purposes and for any other Company’s legitimate business purpose, provided that the Analytics Information cannot identify, at all times, any individual and/or the Customer. It is hereby clarified that the Company is and shall remain the sole owner of such Analytics Information.

## 3. **RESULTS.**

- 3.1. Output Data. The Solution is intended to produce, generate, provide or make available to the Customer certain responses and outputs based on the Customer’s use of the Services and the processing of the Customer Data (such as, analytics, insights, indications, recommendations, notices, reports and other forms of deliverables and information) (collectively, “**Output Data**”). The Customer must thoroughly review such Output Data and independently determine which consequences and actions are required and appropriate in light thereof. The Customer is solely and exclusively responsible for all actions that the Customer, its Permitted Users and/or anyone on their behalf take in response to such Output Data, and the Company disclaims all warranties, whether express or implied, with respect to any Output Data (including whether the output data is accurate, complete, error free or do not include false positive), and is not responsible or liable for the Customer’s reliance upon and use of the Output Data or any consequences resulting therefrom.
- 3.2. AI Tools. The Solution incorporates, utilizes, or relies on artificial intelligence tools and technologies (whether developed by the Company internally or by third parties), which form an integral part of the Solution (collectively, “**AI Tools**”).
- 3.3. The Customer hereby agrees and acknowledges that: (a) the Solution does not provide lobbying, legal or

professional advice and does not guarantee the accuracy, completeness, timeliness or fitness for a particular purpose of any Output Data; (b) as the Output Data may be based on the processing of Customer Data by AI Tools, taking into account the nature of AI Tools and machine learning, the use of the Solution may, in some situations, result in Output Data that does not accurately reflect the Customer's intended output or needs;

- 3.4. The Customer is solely and exclusively responsible for: (a) determining whether its use of the Solution (and primarily any use of AI Tools) is consistent with its own internal standards, policies and laws applicable to the Customer; (b) determining whether and which individuals within the Customer's organization should be provided with notice of use of Solution (as an AI based product) and implications of relying on the Output Data; (c) implementing appropriate human oversight of use of the Solution and the Output Data, including evaluation of Output Data for accuracy and appropriateness for the Customer's needs and expectations and addressing the findings specified in Output Data, including without limitation determining which actions are appropriate in light thereof; and (d) taking appropriate precautions when using Output Data for any decisions that could have a legal or material impact on a natural person, and in this respect the Customer agrees not to rely solely upon the Solution and/or the Output Data for any decisions that may have consequential impact on an individual, including but not limited to legal standing, financial implications, human rights and/or physical or psychological harm.
- 3.5. Data Processing (Company's AI Tools and LLM). The Customer acknowledges and agrees that the Customer Data and/or Output Data will ultimately be processed by the AI Tools. With respect to the Company's AI Tools, the Company may process and use Customer Data to provide the Services and enable the operation, maintenance, development and constant improvement of the Solution (including by improving and training the Company's AI Tools and machine learning models, for the purpose of enhance the Services and develop new features). With respect to third parties' Large Language Models services and AI Tools ("LLM Services"), that are being used by the Company as part of the Solution, the Customer agrees and acknowledges that: (a) LLM Services may not be available in all jurisdictions worldwide, and therefore access to the Solution may be restricted in certain countries which are not supported by the LLM Services, resulting in inability to use the Solution. The Company shall not be liable for the Customer's inability to use the Solution for said reason; and (b) any Customer Data and Output Data will ultimately be processed by a third party LLM Services provider. LLM providers shall not use Customer Data and/or Output Data to train any AI model and/or for its own purposes.
- 3.6. Ownership. The Intellectual Property Rights (as such term is defined below) and all other right, title and interest of any nature in and to the Output Data which is based on, or derived from, the Customer Data shall remain the exclusive property of Customer.

#### 4. **FEES; PAYMENT TERMS.**

- 4.1. Fees. The applicable fees due in consideration of the licenses and Services provided by the Company hereunder, as well as the relevant payment terms, are set forth in **Exhibit A** (the "Fees"). Unless otherwise provided therein, (a) Customer will pay all amounts due under this Agreement in U.S. Dollars currency, (b) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice; and (c) all Fees are non-refundable. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law.
- 4.2. Taxes. All amounts payable under **Exhibit A** are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties. All taxes, withholdings and duties of any kind payable with respect to Customer's use of the Solution and Services under this Agreement, other than taxes based on the Company's net income, shall be borne and paid by the Customer. If, as a result of a change of law additional or increased taxes become due with respect to the Services, the Company shall have the right to increase the invoiced payment accordingly.
5. **PROHIBITED USES**. Without the prior written consent of the Company, Customer must not, and shall not allow anyone on its behalf, its Permitted Users or any other third party to, directly or indirectly: (a) modify, incorporate into or with other software, or create a derivative work of any part of the Solution; (b) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with or to anyone else, or otherwise host, provide as a service bureau, or otherwise allow third parties to commercially exploit the Solution and/or Services; (c) copy, distribute or reproduce the Solution for the benefit of third parties; (d) disclose the results of any testing or benchmarking of the Solution and/or the Services to any third

party, or use such results for Customer's own competing software development activities or use the Solution and/or the Services in order to build or support, and/or assist a third party in building or supporting, products or services which are competitive to the Company's business; (e) modify, disassemble, decompile, reverse engineer, revise or enhance the Solution or attempt to discover the Solution's source code or the underlying ideas or algorithms of the Solution, except to the extent expressly permitted by applicable law notwithstanding this restriction; (f) use the Solution and/or the Services in a manner that violates or infringes any rights of any third party, including but not limited to, right of privacy, proprietary rights or Intellectual Property Rights (as defined below) of any third parties including without limitation copyright, trademarks, designs, patents and trade secrets; (g) remove or otherwise modify any of the Company's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed, incorporated, included or attached to the Solution nor copy the Documentation or any written materials accompanying the Solution; (h) use the Solution and/or the Services for any purpose other than for the regular and standard purposes as described in the Documentation or other than in compliance with the terms of this Agreement; (i) circumvent, disable, remove or otherwise interfere with security-related features of the Solution or features that enforce limitations on its use, or otherwise interfere with, disable or remove access control device or metering mechanism which is part of the Solution, or assist any third party to do so; (j) use any automated means to access the Solution; (k) integrate the Solution (or any part thereof) into Customer's hardware or systems other than as instructed by the Company; (l) ship, transfer, or export the Solution into any country, or make available or use the Solution and/or the Services in any manner, prohibited by applicable laws (including without limitation export control laws, as applicable); (m) violate or abuse log-in and/or password protections governing access to the Solution; (n) allow any third party other than the Permitted Users to use the Solution; (o) interfere or attempt to interfere with the integrity or proper working of the Solution; (p) access, store, distribute, or transmit during the course of its use of the Solution any malicious code (*i.e.*, software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system); (q) perform any data extraction or data-mining in connection with the Solution; and/or (r) use the Solution and/or the Services in any other unlawful or inappropriate manner not expressly authorized by the Company.

## 6. **WARRANTIES.**

- 6.1. Customer's Warranties. Customer represents and warrants that: (i) it will use the Solution and Services in compliance with any applicable laws; (ii) it obtained all applicable governmental permits or certifications which may be required for the use of the Customer Data by the Company for the purpose of providing the Services; and (iii) it is solely responsible for the backup of the Customer Data and Output Data.
- 6.2. Mutual Warranties. Each Party represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and (b) that the execution and performance of this Agreement will not conflict with any obligations it has towards third-parties or violate any provision of any applicable law.

## 7. **OWNERSHIP.**

Without prejudice to the Parties' rights under other Sections of this Agreement:

- 7.1. The Solution. The Solution is not for sale and is and shall remain Company's sole property. All right, title, and interest, including any Intellectual Property Rights (as defined below) evidenced by or embodied in, attached, connected, and/or related to the Solution and/or the Services and any and all modifications' derivative works, improvements, enhancements, updates, upgrades and customizations thereof or thereto (in each case regardless of whether specifically included in the Services ordered by the Customer or not) are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in or to the Solution but only, as aforesaid, a limited revocable right to use the Solution, in accordance with the terms of this Agreement, and nothing herein constitutes a waiver of the Company's Intellectual Property Rights under any law. "**Intellectual Property Rights**" means: (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing, all whether or not registered or capable of being registered; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service

marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; (vi) any rights in source code, object code, mask works, databases, algorithms, formulae and processes; and (vii) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

- 7.2. **Feedback.** If Customer contacts Company with feedback data (e.g., questions, comments, suggestions or the like) regarding the Solution (collectively, “**Feedback**”), such Feedback shall be deemed to be non-confidential, and the Company shall have a non-exclusive, royalty-free, worldwide, perpetual license to use or incorporate any such Feedback into the Solution and/or any of its current or future products or services (without receiving the Customer’s approval and without further consideration to the Customer). Customer hereby waives any rights whatsoever to such Feedback, including any “moral rights” and confirms that it shall not be entitled to any benefit, payment or rights thereof.
8. **THIRD PARTY COMPONENTS.** The Solution may use or include third party software, files and components that are subject to open source and third party license terms (“**Third Party Components**”). The Customer’s right to use such Third Party Components as part of, or in connection with, the Solution is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and this Agreement, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. Such Third Party Components are provided on an “AS IS” basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. Under no circumstances shall the Solution (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software. A list of said Third Party Components is available in the Solution.
9. **CONFIDENTIALITY.**
- 9.1. Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, whether written or oral, and whether marked as confidential or proprietary or which under the circumstances ought to reasonably be treated as such, that is related, directly or indirectly to the business, activities, methods or facilities of a Party that: (i) is not generally known to the public, (ii) derives value, economic or otherwise, from not being generally known to the public or to other third-parties who can obtain value from its disclosure or use, and (iii) is subject to efforts that are reasonable under the circumstances to maintain the secrecy thereof (the “**Confidential Information**”). Each Party shall take commercially reasonable measures, at least as protective as those taken to protect its own Confidential Information, but in no event less than reasonable care, to protect the other Party’s Confidential Information from unauthorized use, access or disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except as expressly permitted under this Agreement or by applicable law. For the avoidance of doubt, a recipient Party may disclose the other Party’s Confidential Information to its officers, employees, services providers or advisors solely on a “need to know” basis, and provided that they are bound by similar nondisclosure obligations as those of this Agreement. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of its disclosing Party. For the avoidance of doubt, the Documentation shall be considered as the Company’s Confidential Information. To the extent recipient Party is required to disclose any Confidential Information of the disclosing Party in order to comply with law or court order, the recipient Party shall seek the highest level of protection available and, when possible, give the disclosing party prior notice to provide a reasonable chance to seek a protective order.
10. **PROMOTION.** Customer agrees that the Company may identify the Customer as a user of the Solution and the Services and use Customer’s name, trademark and/or logo (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by Company on Company’s website for promotional purposes.
11. **LIMITED WARRANTIES.**
- 11.1. The Company will provide the Customer with support and maintenance services with respect to the Solution, in accordance with the service level agreement attached as **Exhibit B** hereto. Except as expressly set forth herein, the Company has no obligation to provide support, professional services, training and/or maintenance of the Solution to the Customer under this Agreement.

- 11.2. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOLUTION (INCLUDING ANY OUTPUT DATA) THE MAINTENANCE AND SUPPORT (WHERE APPLICABLE) AND THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN “AS IS” BASIS. IN ADDITION TO OTHER DISCLAIMERS CONTAINED IN THIS AGREEMENT, THE COMPANY DOES NOT WARRANT THAT THE SOLUTION (INCLUDING THE OUTPUT DATA), THE MAINTENANCE AND SUPPORT (WHERE APPLICABLE), AND/OR THE SERVICES WILL INCREASE THE CUSTOMER'S REVENUES OR MEET CUSTOMER'S REQUIREMENTS, THAT THE SOLUTION'S OPERATION AND THE SERVICES WILL BE SECURED AT ALL TIMES, UNINTERRUPTED, ERROR-FREE, FALSE-POSITIVES FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER SOFTWARE LIMITATIONS. WITHOUT DEROGATING FROM THE FOREGOING, THE COMPANY SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S DETERMINATION WHETHER TO ACT ON THE BASIS OF ANY OUTPUT DATA AND FOR ANY OUTCOMES OF SUCH DECISION.
- 11.3. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.
- 11.4. THE COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATIONS OF THE CUSTOMER DATA, TO THE EXTENT THAT SUCH ACCESS OR ALTERATION IS NOT DUE TO COMPANY'S WILLFUL MISCONDUCT.

## 12. **LIMITATION OF LIABILITY.**

- 12.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AFFILIATES, DISTRIBUTORS AND RESELLERS (THE “**COMPANY'S REPRESENTATIVES**”) SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR MATERIALS), SUFFERED BY ANY PERSON, ARISING FROM, RELATED TO, AND/OR CONNECTED TO, THE INSTALLATION OF THE SOLUTION, ANY USE OF OR INABILITY TO USE THE SOLUTION, AND/OR THE OUTPUT DATA AND/OR THE MAINTENANCE AND SUPPORT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, THE COMPANY AND THE COMPANY'S REPRESENTATIVES TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH THE SOLUTION AND/OR SERVICES PROVIDED HEREUNDER OR CUSTOMER'S USE OR INABILITY TO USE THE SOLUTION AND/OR THE OUTPUT DATA AND/OR THE SERVICES, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO THE COMPANY IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. Inasmuch as some jurisdictions do not allow exclusions or limitations as set forth herein, the full extent of the above exclusions and limitations may not apply.

## 13. **INDEMNIFICATION.**

- 13.1. Company acknowledges and agrees to defend, indemnify and hold harmless the Customer from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses awarded in a final judgment of a competent court, arising from a third party claim that the Solution infringes Intellectual Property Rights of any third party (“**IP Infringement Claim**”), provided that (i) the Customer notifies the Company promptly in writing of such claim, suit, demand, notice or action alleging such infringement; and (ii) the Customer grants the Company authority to handle the defense or settlement of any such claim, suit, demand or proceeding and provides the Company with all reasonable information and assistance, at Company's expense. The Company will not be bound by any settlement that the Customer enters into without the Company's prior written consent.

- 13.2. If the Solution becomes, or in the Company's opinion is likely to become, the subject of an IP Infringement Claim, then the Company may, at its sole option and expense (a) procure for the Customer the right to continue using the Solution; (b) replace or modify the Solution to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite the Company's reasonable efforts, then the Company may discontinue providing the Solution (and related services offered via the Solution) and provide the Customer a prorated refund based on the remainder of the then-current Term.
- 13.3. Notwithstanding the foregoing, the Company shall have no responsibility for any IP Infringement Claim resulting from or based on: (i) repair, maintenance or modifications to the Solution made by any party other than the Company or its designee; (ii) the Customer's, or any third-party acting on its behalf, failure to use updated or modified versions or patches provided by the Company specifically to avoid such infringement; (iii) Customer's, or any third-party acting on its behalf, use of the Solution in a manner for which it was not intended or not in compliance with the Documentation or instructions provided by the Company; (iv) the combination or use of the Solution with equipment, devices or software not supplied or authorized by the Company, or not in accordance with the Company's instructions; or (v) willful, reckless, or negligent acts or omissions, or professional malpractice of the Customer, or any third-party acting on its behalf, and/or the failure to comply with any applicable laws. In no event shall the Company be liable for any bodily injury or damage to the Customer's hardware and devices.
- 13.4. THE FOREGOING TERMS STATE THE COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.
- 13.5. The Customer agrees to defend, indemnify and hold harmless the Company and the Company's Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney fees) arising from: (i) the failure by the Customer or its employees, contractors, agents or any third-party acting on its behalf to comply with the Customer's obligations under this Agreement and the Customer's, or any third-party acting on its behalf, breach of its warranties, representations and undertakings under this Agreement; and (ii) the Customer's, or any third-party acting on its behalf, unauthorized use of the Solution and Services.

#### 14. TERM AND TERMINATION.

- 14.1. Term. This Agreement shall enter into force and effect on the Effective Date and shall remain in effect for an initial period of two (2) years (the "**Initial Term**"); thereafter, this Agreement shall be automatically renewed for additional twelve (12) months periods each, unless terminated earlier by either Party as set forth hereunder (the "**Term**").
- 14.2. Termination. Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured (to the extent that the breach can be cured) thirty (30) days after having received written notice thereof; *except* that the curing period for non-payment shall be ten (10) days following said notice. In the event that either Party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action to be so declared, and such event is not cancelled within 30 days, the other Party shall have the right to immediately terminate this Agreement.
- 14.3. Effects of termination. Upon termination or expiration of this Agreement: (i) the Company will cease from providing any services hereunder, the licenses granted to the Customer under this Agreement shall expire, and the Customer shall discontinue all further use of the Solution; (ii) the Customer shall promptly permanently delete and remove the Solution from all the Customer's hardware and devices, return or destroy all copies of the Solution and Documentation in the Customer's or any of its representatives' possession or control, and will certify such deletion in writing. By deleting and/or removing the Solution from the Customer's hardware and devices, the Customer acknowledges that all Customer Data shall be deleted and/or removed as well. The Customer shall be responsible to download and maintain any backups of Customer Data prior to the termination or expiration of this Agreement; (iii) the receiving Party shall immediately return and/or permanently delete (as instructed by the disclosing Party) the Confidential Information, other than Customer Data and data that the recipient is required to retain by law, regulation or governmental order. With respect to any third-party AI/LLM Services providers, Customer Data may be retained for up to 30 days or other period as detailed in such third-party AI/LLM Services providers' then-current data retention policies; and (iv) any sums paid by the Customer until the date of termination are non-refundable, and the Customer shall not be relieved of its duty to discharge in full all due sums owed by the Customer to the Company under this Agreement until the date of termination or expiration hereof, which sums shall become immediately due and

payable on the date of termination or expiration of the Agreement. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive. Termination of this Agreement shall not limit Company from pursuing any other remedies available to it under the applicable law.

## 15. SANCTIONS.

- 15.1. Customer represents and warrants that it and its subsidiaries, affiliates, directors, officers, and employees are not: (i) the subject or target of any sanctions or trade embargos administered or enforced by any relevant government authority, including, but not limited to, the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council, the European Union, or Her Majesty's Treasury (collectively, "**Sanctions**"); and (ii) located, organized or resident and do not operate in a country or territory that is the subject or target of Sanctions (including but not limited to Cuba, Iran, North Korea, Crimea Region, Russia, Lebanon and Syria). Customer further represents and warrants that it and its subsidiaries, affiliates, directors, officers and employees will comply with all applicable Sanctions and will not take any action to cause the Company to violate Sanctions.
- 15.2. Notwithstanding anything to the contrary and without derogating from any other remedy available to the Company in law or equity, or otherwise provided under this Agreement, in the event that (a) Customer violates Sanctions or any applicable export control laws; or (b) it becomes unlawful under Sanctions or applicable export control laws for the Company to continue to perform under this Agreement, the Company may immediately, upon issuance of written notice and with no opportunity to cure, terminate this Agreement, in each case as determined by the Company in its sole discretion.
16. **MISCELLANEOUS.** This Agreement, including all its Exhibits, represent the complete agreement concerning the subject matter hereof and supersedes and cancels all prior agreements (oral or written), contemporaneous proposals, negotiations, conversations, and/or discussions between the Parties. This Agreement may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. The Customer may not assign its rights or obligations under this Agreement without the Company's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement without the consent of the other in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets related to this Agreement or similar transaction. This Agreement shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts located in Tel Aviv-Jaffa, Israel, shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. The Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of the Company (*i.e.*, force majeure events). The headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

**IN WITNESS HEREOF**, the Parties have executed this Agreement by their duly authorized representatives, rendering this Agreement effective as of the Effective Date.

**Company**



Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Customer**



Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Exhibit A**

## Exhibit B

### SUPPORT AND MAINTENANCE SERVICES

1. **Introduction and Definitions.**

This Exhibit defines the Company’s responsibilities with regard to the Company’s standard support and maintenance offering, with respect to the Solution. The Company reserves the right to change the terms of this Exhibit by providing Customer with at least thirty (30) days prior written notice. It is hereby clarified that the Company will not be liable for and will not support any failure that arises from or related to integrated third-party platforms and/or devices that the Company is using as part of the Services, such as but not limited to WhatsApp, Teams, phone/earphone functionality, third party cloud service providers, etc.

1.1. “**Error**” – means a reproducible failure or defect of the Solution to conform in all material respects to the applicable technical specifications.

1.2. “**Severe Impact Error**” – means an Error disabling the use of the Solution.

1.3. “**Degraded Operations Error**” – means an Error disabling essential functions of the Solution.

1.4. “**Minimal Impact Error**” – means any other Error that does not constitute either a Severe Impact or Degraded Operations.

2. **Severity Levels and Support Response.** Company will respond to Errors reported by Customer according to the severity of the reported issue, in accordance with the following table:

<b>Security Level</b>	<b>Type of Error</b>	<b>Response</b>
1	Severe Impact Error	Company will use its best efforts to resolve the Error or provide a workaround, and will begin working on a solution to the Error upon receiving the Error report during standard support hours. Company will acknowledge receiving the Error report with a return email within two (2) hours.
2	Degraded Operations Error	Company will provide a workaround to the Error as soon as practicable and a full solution to the Error will be provided based upon a mutually agreed-upon timetable.
3	Minimal Impact Error	Company will provide a solution or a workaround to the Error as soon as practicable. The Parties agree that the solution to such Error can be provided as part of a periodic software service pack, bug fix, patch or revision.

3. **Customer’s Undertaking.** In order to allow the Company to provide the maintenance services, Customer will appoint a contact available to Company during normal business hours, and with regard to Severe Impact Errors and Degraded Operations Errors, as necessary to respond and resolve the issue in accordance herewith. Such contact will provide assistance as necessary in connection with collecting information, testing and implementing resolutions with respect to the Errors. Customer will be obligated to notify the Company and expressly specify when reporting on an Error if such Error is a Severe Impact Error.

4. **Error Correction Failure.** In the event that in spite of using all reasonable efforts Company is unable to correct such programming Errors, the Parties agree to discuss how to proceed.

5. **Support Hours and Channels.**

5.1. Support 24/5 – Monday through Friday, excluding public holidays.

5.2. Support is provided via email. Please send all support **emails** to [support@aiola.com](mailto:support@aiola.com). On-site support is not included in such framework. Remote access to Customer environment (*i.e.*, using screen-sharing technology such as Google Hangout, Microsoft Skype, etc.) is required for proper support. If remote access is not available, the Company will not be responsible for any delays caused to the response time and time resolution.