

TERMS OF SERVICE

CHEQ AI TECHNOLOGIES (2018) LTD. AND ITS AFFILIATES (“CHEQ”) WELCOMES YOU (“CUSTOMER”). THE FOLLOWING AGREEMENT AND THE ORDER FORM ENTERED INTO BETWEEN YOU AND CHEQ (TOGETHER THE “AGREEMENT”), STIPULATE THE TERMS AND CONDITIONS OF YOUR USE OF THE SERVICES. THE SERVICES ARE PROVIDED SOLELY FOR YOUR BUSINESS OWN USE. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO THE AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM “CUSTOMER” WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE LEGAL ENTITY THAT YOU REPRESENT DOES NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND/OR USE THE SERVICES.

1. DEFINITIONS

“Affiliate” means an entity controlled by, controlling or under common control with the Customer. For the purposes of this definition, the term “control” shall mean the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise.

“Authorized Users” means Customer’s employees, agents, representatives, and contractors who are permitted access to the Services and SaaS Product by CHEQ.

“CHEQ Websites” means CHEQ’s proprietary websites, owned and operated by CHEQ.

“Confidential Information” means any proprietary or trade secret information disclosed by one party to the other which can be reasonably understood under the circumstances to be confidential, but excluding any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of Receiving Party; (ii) the Receiving Party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the Disclosing Party; (iii) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the Receiving Party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the Confidential Information

“Customer Sites” means sites or mobile applications for which the Services are to be provided, as agreed between CHEQ and the Customer.

“Data Processing Agreement” means CHEQ data processing agreement located at:
<https://cheq.ai/data-processing-agreement/>.

“Disclosing Party” means the party disclosing Confidential Information.

“Documentation” means CHEQ’s instructions and technical documentation that have been provided to the Customer in writing.

“Intellectual Property Rights” or **“IPR”** means any and all worldwide, whether registered or not (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyrights

applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and Confidential Information; (d) trademarks, trade names, service marks, logos, trade dress, goodwill and domains ("Trademarks"); (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.

"Order" or **"Order Form"** means CHEQ's order form entered into between Customer and CHEQ.

"Receiving Party" means the party receiving Confidential Information.

"Service(s)" means (i) the CHEQ proprietary software as a service (SaaS); (ii) any software and/or services that are delivered to Customer under the Order on behalf of CHEQ; and (iii) Documentation.

2. SERVICES

2.1 Subject to the terms and conditions of this Agreement, CHEQ shall provide Customer with the Services.

2.2 During the Term and subject to Customer's compliance with the terms and conditions of this Agreement, CHEQ grants Customer a non-exclusive, non-transferable, non-sublicensable, limited, revocable right for Customer and its Authorized Users to access the Services, solely for Customer's internal business use, on the Customer Sites, according to CHEQ Documentation.

2.3 CHEQ may separately offer, if included under the Order Form, professional consulting services to support Customer and train Customer personnel in the configuration stage and function. Such services are specifically excluded from the scope of this Agreement and the Order Form, unless specifically included in the Order Form and fully paid for. CHEQ may provide access to subject matter experts to aid in onboarding and initial configuration, but such professional services are project-based work, provided under a separate scope of work ("**SOW**") to be attached as an inseparable part of the Order Form.

3. CUSTOMER OBLIGATIONS AND RESTRICTIONS

As a condition to the rights granted under this Agreement, Customer shall not itself, and shall not authorize or permit any third party to, with respect to either the Services or CHEQ's Websites to: (a) reverse engineer, decompile, decode, decrypt, disassemble, or attempt to derive any source code (except and only to the extent any foregoing restriction is prohibited by applicable law); (b) modify, adapt, or create any derivative works; (c) distribute, sell, rent, license, sublicense, lease, transfer, or otherwise provide to third parties, except as expressly provided in this Agreement; (d) use any kind of automated software or hardware to access or monitor for any reason; (e) interfere with, circumvent, manipulate, overload, impair or disrupt the operation, or the functionality of the Service; (f) Using robots, crawlers and similar applications to scrape, harvest, collect or compile content from or through the Service; (g) override or attempt to override the authentication process; (h) use the Service for any activity that constitute, or encourages conduct that would constitute a criminal, offensive, give rise to civil liability or otherwise violate any applicable law; (i) provide the Services as a service to unaffiliated third parties, including but not limited to on a service bureau, SaaS, or time-sharing basis; (j) unbundle any component; (k) use the Documentation except for supporting Customer's authorized use thereof; (l) employ or authorize a CHEQ competitor to use or view the SaaS Product, Services, or Documentation, or to provide management, hosting,

support or similar services with respect thereto, without the prior written consent of CHEQ; (m) involved, as a consultant, employee, service provider, director, shareholder or in any other capacity, in any business that competes with the Services; (n) use, copy, or imitate parts or content to develop a competing service or product; (o) scanning any security vulnerabilities in the Service; (p) transfer, or export the Services or any component thereof or use the Services in any manner prohibited by law, including without limitation to, sell, distribute, export or download Services into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon or Syria, or otherwise in violation of any laws or regulations of the U.S. or Israel or any foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any prohibited country or on any prohibited party list; (q) contest CHEQ's IPR to be CHEQ's IPR; (r) post disparaging, harmful, offensive, or fraudulent content that is open to the public that might harm CHEQ, the Services or CHEQ Websites; (s) try to hack, access, or obtain login credentials, accounts, or the content of customers, individuals, or organizations; (t) attempt to upload or transmit any harmful code such as viruses or Trojans, that might interfere with, disrupt, alter, or modify the performance or integrity of the Services, and/or CHEQ Websites.

Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of any CHEQ Websites and/or the Services and notify CHEQ promptly of any such unauthorized access or use. Customer shall be solely responsible for defining (configuring) any settings associated with the use and access of the Services.

4. CUSTOMER USE

Customer hereby undertakes to:

4.1 provide CHEQ with the information reasonably requested by CHEQ and required by the Services in connection with each Customer Site and keep such information updated in relation to each Customer Site. If Customer does not provide any information reasonably requested by CHEQ within seven (7) days of such written request, and such information is necessary in order to provide the Services in connection with the Customer Site, CHEQ shall be entitled to terminate the Services in connection with such Customer Site, provided that Customer shall not be charged any fees for such Customer Site post such termination.

4.2 use the Services in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws. Each party represents and warrants that no third-party agreement prevents Customer from using the Services as contemplated hereunder.

4.3 manage and secure all login credentials used by the Authorized Users in connection with their use of the Services and protect the same against unauthorized use or disclosure using reasonable standards in the industry.

4.4 Customer will designate the Authorized Users, including the creation of usernames and passwords for such Authorized Users. Customer is solely responsible for maintaining the status of its Authorized Users and for all the activity of such Authorized Users and their use of the Services. Customer and its Authorized Users will maintain the confidentiality of all usernames, passwords, access, and account information under their control. CHEQ is not responsible for unauthorized access to the Services. Customer will contact CHEQ immediately if Customer reasonably believes that there was any unauthorized use or access to the Services or CHEQ Websites, or that these were compromised, including any unauthorized access, use, or disclosure of account information, or any other

breach of security in relation to its passwords, usernames, or access information, that may have occurred or is reasonably likely to occur.

5. INVOICING, FEES & TAXES

5.1 In consideration for the use of the Services, Customer shall pay CHEQ the fees set forth in the Order Form (“**Fees**”). Fees shall be invoiced and payable in accordance with the provisions of the Order Form, and if not stated otherwise in the Order Form, then Fees will be invoiced annually in advance, and each invoice shall be due and payable 30 days from the date of invoice. After the Contract Initial Term (as such term is defined in the Order), and upon any Renewal period, the Fees are subject to an increase of up to 5% (the “**Increase**”). The Increase may apply, also in case a certain Service set forth in this Order is no longer offered by CHEQ, and has been replaced by a different Service, offering reasonable comparable entitlements.

5.2 All payments not made when due shall be subject to a late charge of 1.5% per month compounded annually. Payment of Fees shall be made by wire transfer to the account set forth in the Order Form, or such other account as may be designated by CHEQ from time to time. The Fees are exclusive of VAT.

5.3 The fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If CHEQ has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, CHEQ will invoice Customer and Customer will pay that amount, unless Customer provides CHEQ with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, CHEQ is solely responsible for taxes assessable against it based on its income, property, and employees.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All IPR in the Services, CHEQ Websites, Documentation, and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with CHEQ. Customer shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Services, CHEQ websites, or any part thereof for any purpose; (ii) not represent that it possesses any proprietary interest in SaaS Product, Services, Documentation or any part or derivative thereof; (iii) not directly or indirectly, take any action to contest CHEQ’s IPR or infringe them in any way; (iv) except as specifically permitted in writing by CHEQ, not use the name, trademarks, trade-names, and logos of CHEQ; (v) except as specifically permitted herein, not copy any part or content of the SaaS Product, reports or Documentation other than for Customer’s own internal business purposes; (vi) not copy any features, functions or graphics of the SaaS Product or use it to build a competitive product or service; and (vii) not remove the copyright, trademark and other proprietary notices contained on or in CHEQ Websites, Services, or Documentation. All IPR in the Customer Sites lie exclusively with Customer or its licensors. Customer shall take no action, directly or indirectly, to register CHEQ trademarks (or their variation), domain names, or copyrights in its own name and shall provide commercially reasonable assistance to CHEQ to prevent the occurrence of such activity by any third parties

6.2 Customer hereby grants to CHEQ a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, and prepare derivative works of all data provided to CHEQ in connection with this Agreement, to permit CHEQ to perform the Services to Customer as set forth in this Agreement and to analyze the anonymized data obtained

through use of the Services and CHEQ Websites, solely for its internal use in order to improve the Services, all subject to CHEQ's compliance with applicable law and privacy regulations.

6.3 Customer is not obligated to provide CHEQ with any suggestions or feedback about any of its products or services ("**Feedback**"). To the extent Customer does provide Feedback to CHEQ, Customer assigns ownership of such Feedback to CHEQ and CHEQ may use and modify such Feedback without any restriction or payment.

7. CONFIDENTIALITY

The Receiving Party agrees (i) not to disclose the Disclosing Party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "**Representatives**") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than those contained herein; (ii) not to use or reproduce any of the Disclosing Party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the Disclosing Party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if the Receiving Party is required by legal process or applicable law, rule, or regulation to disclose any of the Disclosing Party's Confidential Information, then prior to such disclosure, if legally allowed, the Receiving Party will give prompt notice to the Disclosing Party so that it may seek a protective order or other appropriate relief. The confidentiality obligations hereunder shall expire three (3) years from the date of termination or expiration of this Agreement and shall supersede any previous confidentiality undertakings between the parties.

8. DATA PROTECTION AND PRIVACY

The parties acknowledge that the Data Processing Agreement shall apply to the processing of personal data, as such term is defined in applicable laws, regulations, directives and certifications relating to data protection and privacy (collectively "**Data Protection Laws**"), under this Agreement.

9. CHEQ REPRESENTATIONS

CHEQ hereby warrants, represents and covenants that: (i) the Services, as provided under this Agreement, do not infringe upon any third party's rights, including but not limited to intellectual property rights and privacy rights; (ii) CHEQ has fully complied with any third-party licenses, permits and authorizations required in connection with such SaaS Product; (iii) the Services do not contain any viruses, worms, Trojan horses or other harmful or destructive code or content; (iv) the Services do not install any hidden components or bundle any additional software; and (v) CHEQ will comply with all applicable laws in its performance of this Agreement.

10. DISCLAIMER

10.1 EXCEPT AS EXPLICITLY SET FORTH IN THIS SECTION, CHEQ PROVIDES THE SERVICES, AND DOCUMENTATION TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND, AND CHEQ EXPRESSLY DISCLAIMS ALL WARRANTIES – STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF BRANDABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. CHEQ FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

10.2 Customer acknowledges that the quality and accuracy of recommendations by the SaaS Product are dependent on the accuracy and completeness of the information provided. THE CUSTOMER ACKNOWLEDGES THAT CHEQ SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR FAULTS, ERRORS OR ERRONEOUS RECOMMENDATIONS PROVIDED ON THE BASIS OF UNTIMELY, INCOMPLETE, INACCURATE, FALSE OR MISLEADING INFORMATION PROVIDED BY THE CUSTOMER OR AUTHORIZED USERS.

11. LIMITATION OF LIABILITY

EXCEPT FOR WILLFUL MISCONDUCT OR FRAUD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER TO CHEQ DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING END-USER INFORMATION), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT CHEQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. TERM & TERMINATION

12.1 This Agreement shall commence on the Effective Date set forth in the Order and will continue for the period stated in the Order Form, unless otherwise terminated in accordance with the terms of this Section 12 (the "Term").

12.2 Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

12.3 Upon termination of this Agreement, Customer will immediately cease use of the Services, and any outstanding Fees shall become due and payable. Sections 1, 5.3, 6, 7, 10, 11, 12.3, 13, and 14 shall survive any expiration or termination of this Agreement.

13. NOTICES

All notices or other communications hereunder shall be in writing and given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile or email transmission with written confirmation of receipt, addressed to the address set forth in the Order Form or to such other address as any party hereto may designate to the other in accordance with the aforesaid procedure. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by facsimile or email transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given three (3) calendar days after posting.

14. GENERAL

This Agreement constitutes the entire agreement between CHEQ and Customer and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. Any terms and conditions set forth in any Customer's separate purchase order, if any, are expressly rejected, superseded, and excluded hereby. CHEQ may change these terms from time to time, and such change will become effective upon the date in which it is posted on the CHEQ Website at <https://cheq.ai/terms-of-service/>, and any such change shall only take effect upon the renewal of the Order and Agreement, subject to any applicable law. By continuing to access or use the Services, Customer agrees to be bound by the revised terms. Customer shall not transfer or assign its rights or obligations under this Agreement to any third party, except to an Affiliate or in the case of merger or sale of all or substantially all of the assigning party's assets. Any purported assignment contrary to this section shall be void. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner, most closely representing the intention of the parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining portion, which shall remain in force and effect. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance. For Customers located in North America, this Agreement is governed by the laws of the State of New York, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of New York. For Customers located outside North America, this Agreement is governed by the laws of the State of Israel, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of Tel Aviv, Israel.