

KEEP ALERTING END USER LICENSE AGREEMENT ("AGREEMENT")

PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT. BY SIGNING AN ORDER, CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON(S), YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF OR YOUR ORGANIZATION, ("**SUBSCRIBER**") ARE ENTERING INTO A LEGAL AGREEMENT WITH KEEP ALERTING INC., HAVING ITS PRINCIPAL PLACE OF BUSINESS AT ROTHSCILD BLVD 45, TEL-AVIV, ISRAEL ("**KEEP ALERTING**") (**SUBSCRIBER AND KEEP ALERTING EACH, A "PARTY" AND COLLECTIVELY, THE "PARTIES"**), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT (THE DATE OF SUCH OCCURRENCE BEING THE "**EFFECTIVE DATE**"). TO THE EXTENT THAT SUBSCRIBER AGREES TO THIS AGREEMENT BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON(S), SUBSCRIBER HEREBY WAIVES ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

1. **Usage Right.** Subject to Subscriber's compliance with the terms and conditions of this Agreement (including, without limitation, the payment obligations), Keep Alerting hereby grants Subscriber a limited, non-exclusive, non-sublicensable, non-transferable and revocable right to use, and remotely access on a SaaS basis, Keep Alerting proprietary software platform (the "**Platform**") during the Subscription Term (as defined below), solely for Subscriber's internal purposes, subject to the restrictions and obligations herein. Unless otherwise indicated, the term "**Platform**" also includes any documentation ("**Documentation**") if provided to Subscriber in connection with the operation of the Platform. Subscriber may only use the Platform in accordance with the Documentation, subject to the use limitations indicated in the Order and applicable laws. "**Order**" means any written or electronic order form issued by Keep Alerting and agreed to by Subscriber for the provision of the applicable license and services granted under this Agreement. In addition to the above-mentioned license, Keep Alerting may (i) provide support and maintenance services in accordance with Keep Alerting's then current service level agreement ("**SLA**") and (ii) provide additional consulting or other professional services, such services (if any) shall be specified in the applicable Order. The Platform and any related services provided to Subscriber shall be referred, collectively, as the ("**Services**"). It is agreed that in the event of a conflict between the terms under this Agreement and the terms under an applicable Order, the terms of this Agreement shall prevail, unless specifically provided to the contrary in an applicable Order, with respect to specific section(s) of such Order, and in such case the specific terms of the Order shall prevail.

2. **Subscription Fees.**

2.1 The license granted under Section 1 as well as related Services (if any) are conditioned on Subscriber's payment in full of the applicable subscription fees set forth in the Order. Unless otherwise agreed between the Parties (including under an applicable Order), following the Initial Subscription Term, the subscription per each Renewal Subscription Term shall be according to Keep Alerting's then current price list. Unless otherwise specified in the Order: (i) Subscriber will pay all amounts due under this Agreement in U.S. Dollars currency, (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice, and (iii) all fees and other amounts paid hereunder 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. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, and duties.

3. **Permitted Users.** The Platform may be accessed solely by Subscriber's employees and/or subcontractors who are explicitly authorized by Subscriber to use the Platform on Subscriber's behalf (each, a "**Permitted User**"). Subscriber will ensure that the Permitted Users comply with the terms of this Agreement at all times; and shall be fully responsible for any breach of this Agreement by a Permitted User. Unauthorized access or use of the Platform must be immediately reported to Keep Alerting.

4. **Account.** In order to access the Platform, Subscriber and/or its Permitted Users may be required to set up an administrative account with Keep Alerting ("**Account**"). Subscriber warrants and represents that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Subscriber shall be responsible and liable for all activities of its Permitted Users and all activities that occur under or in its Account. Subscriber will require that all Permitted Users keep their user ID and password information strictly confidential.

5. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Keep Alerting, Subscriber must not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Platform (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Subscriber's rights under this Agreement with any third party; (iii) use any "open source" or "copyleft software" in a manner that would require Keep Alerting to disclose the source code of the Platform to any third party; (iv) disclose the results of any testing or benchmarking of the Platform to any third party; (v) disassemble, decompile, reverse engineer or attempt to discover the Platform's source code or underlying algorithms; (vi) use the Platform in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement; (vii) remove or alter any trademarks or other proprietary notices related to the Platform; (viii) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations; (ix) export, make available or use the Platform in any manner prohibited by applicable laws (including without limitation export control laws); (x) transmit 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) or other unlawful material in connection with the Platform; and/or (xi) violate third parties' rights to privacy and other rights.

6. **Personal Data.**

6.1 Subscriber hereby warrants and represents that it will (a) provide all appropriate notices, (b) obtain all required informed consents and/or have any and all ongoing legal bases, and (c) comply at all times with any and all applicable privacy and data protection laws and regulations, for allowing Keep Alerting to use and process the data in accordance with this Agreement (including, without limitation, the provision of such data to Keep Alerting (or access thereto) and the transfer of such data by Keep Alerting to its affiliates, subsidiaries and subcontractors, including transfers outside of the European Economic Area), for the provision of the Platform and the performance of this Agreement.

6.2 To the extent that Subscriber needs a data processing agreement ("**DPA**"), Subscriber shall notify Keep Alerting by sending an email to privacy@keepalerting.com.

7. **Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, THE SERVICES, AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KEEP ALERTING DOES NOT WARRANT THAT: (i) THE PLATFORM AND/OR THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS, OR (ii) THE PLATFORM WILL OPERATE ERROR-FREE, BUG-FREE. KEEP ALERTING EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. YOUR USE OF THE PLATFORM AND THE SERVICES, OR ANY PART THEREOF, IS MADE SOLELY AT YOUR OWN RISK AND RESPONSIBILITY.

8. **Intellectual Property Rights.** The Platform is not for sale and is Keep Alerting's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Platform (and any and all improvements and derivative works thereof) and any other products, deliverables or services provided by Keep Alerting; are and shall remain owned solely by Keep Alerting or its licensors. This Agreement does not convey to Subscriber any interest in or to the Platform other than a limited right to use the Platform in accordance with Section 1. Nothing herein constitutes a waiver of Keep Alerting's intellectual property rights under any law.

If Keep Alerting receives any feedback (e.g., questions, comments, suggestions or the like) regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Keep Alerting and Subscriber hereby irrevocably and unconditionally transfers and assigns to Keep Alerting all intellectual property rights it has in such Feedback and waives any and all moral rights that Subscriber may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Keep Alerting at its sole discretion, and that Keep Alerting in no way shall be obliged to make use of any kind of the Feedback or part thereof.

Any information about the use or operation of the Services (including, but not limited to, aggregated analytics information, metadata, aggregated and/or analytics information) which is not personally identifiable information ("**Analytics Information**") may be used by Keep Alerting for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is Keep Alerting's exclusive property. Analytics Information does not include Subscriber Data.

As between the Parties, Subscriber is, and shall be, the sole and exclusive owner of all data inputted or uploaded to the Platform by Subscriber ("**Subscriber Data**").

The Platform may include certain open source code software and materials that are distributed together with the Platform and that are subject to their respective open source licenses. If there is a conflict between any open source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software.

9. **Confidentiality.** Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take 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 disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a

court of similar judicial or administrative body, provided that it notifies the disclosing Party of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

10. **Support.** During the Subscription Term Keep Alerting shall use commercially reasonable efforts to repair the Platform in accordance with the SLA. Keep Alerting's support obligation shall not apply if the failure of the Platform results from or is otherwise attributable to: (i) repair, maintenance or modification of the Platform by persons other than Keep Alerting or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Platform; (iii) use of the Platform other than in accordance with the Platform's Documentation; (iv) Subscriber's failure to implement software updates provided by Keep Alerting specifically to avoid such failure; (v) the combination of the Platform with equipment or software not authorized or provided by Keep Alerting.

11. **LIMITATION OF LIABILITY.** WITHOUT DEROGATING FROM KEEP ALERTING'S INDEMNIFICATION OBLIGATION UNDER SECTION 12 AND EXCEPT FOR: (i) ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, (II) AND/OR SUBSCRIBER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF KEEP ALERTING'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY SUBSCRIBER):

(A) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE, AND

(B) EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO KEEP ALERTING BY SUBSCRIBER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO KEEP ALERTING UNDER THIS AGREEMENT (INCLUDING THE ORDER).

THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 11 (LIMITATION OF LIABILITY) WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND: (A) EVEN IF A PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY).

12. **Indemnification.** Keep Alerting agrees to defend, at its expense, any third party action or suit brought against Subscriber alleging that the Platform (but excluding any open source therein), when used as permitted under this Agreement and the Order (as the case may be, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Keep Alerting will pay any damages awarded in a final judgment against Subscriber that are attributable to any such claim, provided that (i) Subscriber promptly notifies Keep Alerting in writing of such claim; and (ii) Subscriber grants Keep Alerting the sole authority to handle the defense or settlement of any such claim and provides Keep Alerting with all reasonable information and assistance, at Keep Alerting's expense. Keep Alerting will not be bound by any settlement that Subscriber enters into without Keep Alerting's prior written consent.

If the Platform becomes, or in Keep Alerting's opinion is likely to become, the subject of an IP Infringement Claim, then Keep Alerting may, at its sole discretion: (a) procure for Subscriber the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Keep Alerting's reasonable efforts, then Keep Alerting may terminate this Agreement and provide a refund for any amount pre-paid by Subscriber for such returned Platform for the remaining unused period of the license.

Notwithstanding the foregoing, Keep Alerting shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Platform made by a party other than Keep Alerting or its designee; (ii) Subscriber's failure to implement software updates provided by Keep Alerting specifically to avoid infringement; or (iii) combination or use of the Platform with equipment, devices or software not supplied by Keep Alerting or not in accordance with the Documentation.

This Section states Keep Alerting's entire liability, and Subscriber's exclusive remedy, for claims or alleged or actual infringement.

13. **Suspension, Subscription Term and Termination.** If Keep Alerting believes that Subscriber is using the Platform in a manner that may cause harm to Keep Alerting or any third party then Keep Alerting may, without derogating from Keep Alerting's right to terminate this Agreement for any breach hereof, suspend Subscriber's access to and use of the Platform until such time as Keep Alerting believes the threat of harm, or actual harm, has passed. This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the initial period set forth in the Order unless earlier terminated as set forth herein (the "**Initial Subscription Term**"). Following such Initial Subscription Term, the Agreement shall be automatically renewed at the then-applicable subscription fees for successive one (1) year terms unless terminated earlier as set forth herein and/or either Party provides the other Party with at least a sixty (60) days' prior written notice of non-renewal (each a "**Renewal Term**" and, if relevant, together with the Initial Subscription Term, the "**Subscription Term**"). Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof. Upon termination or expiration of this Agreement: (i) Platform license granted to Subscriber under this Agreement shall expire, and Subscriber shall discontinue any further use and access thereof; (ii) Subscriber shall immediately delete and dispose of all copies of the Documentation in Subscriber's or any of its representatives' possession or control; (iii) Keep Alerting may delete all Subscriber Data uploaded on the Platform without affecting any of Keep Alerting's rights to the Analytics Information; and (iv) any sums paid by Subscriber until the date of termination are non-refundable. The Sections 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 (including limitation of liability) shall so survive. If applicable, Subscriber shall be responsible to download its data from the Platform prior to termination of this Agreement.

14. **Customer Reference.** Subscriber hereby agrees that Keep Alerting may use Subscriber's name and logo to identify Subscriber as a customer of Keep Alerting or user of the Platform, on Keep Alerting's website, presentations, marketing materials or otherwise. In addition, it is hereby agreed that Subscriber will cooperate with Keep Alerting for creating a quote / case study that will be published on the Keep Alerting website. Following the termination of this Agreement Subscriber may request Keep Alerting to remove such customer reference.

15. **Miscellaneous.** This Agreement, including the DPA (if applicable), represents the complete agreement concerning the subject matter hereof. Keep Alerting reserves the right, at its discretion, to change this Agreement at any time. Any such change will be effective 10 days following our sending a notice thereof to Subscriber or posting the revised Agreement on the Platform, and Subscriber's continued use of the Services thereafter means that Subscriber accepts those changes. 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. Any use of the Platform by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of the Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. 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 of the city of Tel-Aviv, 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. Keep Alerting will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Keep Alerting including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Keep Alerting.

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Last updated: November 2023