

NIPENDO PLATFORM SUPPLIER TERMS AND CONDITIONS AND SAAS LICENSE

Revision Date: July 07, 2025

Important Agreement - Please Read Carefully

This document (the “**Supplier SaaS License**”, and together with any Agreement to Join the Nipendo Trading Community (a “**Price Agreement**”) which you may sign with us, the “**Agreement**”) is an agreement between your company or organization (referred to in these terms as the “**Company**” or “**you**” or “**your**”) and, Top Nipendo Ltd. (“**Nipendo**”), or for your use of the Nipendo Procure-to-Pay Platform. As used herein, Nipendo. Nipendo owned subsidiaries of Top group software, Inc. (“**Top group**”).

This Agreement establishes the terms and conditions, as may be amended by us from time to time and as permitted hereunder, governing your use of the Nipendo Platform (as defined below) as a supplier of goods and/or services (a “**Supplier**”) through which you may, among other things, receive requests for proposal (RFPs), inquiries and purchase orders, send notices of delivery, receive goods receipts and send invoices to your Buyer (as defined herein) customers that are enrolled for use of the Nipendo Platform (as further described herein, and collectively with the Additional Services (as defined herein), the “**Services**”).

In some cases, you may be both a Supplier and a Buyer on the Nipendo Platform. This Agreement relates solely to your actions as a Supplier on the Nipendo Platform. You and Nipendo have, or will have, a separate agreement governing your use of the Nipendo Platform as a Buyer.

If you have a Price Agreement with us, that agreement will remain in full force and effect in accordance with its terms, including the transaction volumes, prices, any additional services and commercial terms set forth therein. To the extent that the Price Agreement conflicts with the terms of this Supplier SaaS License, this Supplier SaaS License shall control.

By clicking the “SUBMIT” button, and/or by your use of the Nipendo Platform or the Portal (as defined below), you agree to be bound by this Agreement.

ABOUT US

Nipendo is a corporation formed under the laws of Israel. Nipendo is a wholly owned subsidiary of the public company Top Group Software, Inc. (“**Top Group**”)

THE NIPENDO PLATFORM

Nipendo provides a cloud-based software platform (the “**Nipendo Platform**”) that allows companies to automate interactions with respect to purchase orders, deliveries, and invoicing between buyers and suppliers. Although there are various add-on functions available, the Nipendo Platform operates three core services: (i) purchase order management; (ii) receipt generation and delivery; and (iii) invoice

automation. In each case, these services are functions performed digitally and automatically by the Nipendo Platform based on information provided by systems and users of the Nipendo Platform.

DEFINED TERMS

As used in this Agreement:

“Affiliate” means any entity that controls, is controlled by, or is under common control with either party, including its subsidiaries. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies on an entity, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an entity shall be deemed to constitute “control” of the entity; **“Authorized Officer”** is the person who enrolls your Company for use of the Nipendo Platform and Services and establishes your Account. You must designate and always maintain on record an Authorized Officer or other person having the requisite authority to act on your behalf; **“Buyer”** means any person or entity you sell goods and/or services to; **“Customer Data”** means any data provided by you or your Users for incorporation in or use with the Service and any data output from the Service from the processing of such data entered or provided; **“Documentation”** means all manuals, end-user documentation, quickreference guides and other related materials pertaining to the Service; **“Portal”** means the web application developed by us through which you and your Users can access the Nipendo Platform and Service; **“System Administrator”** means the person designated by you and approved by us who holds administrative rights on your Users’ use of the Service; and **“User(s)”** means the System Administrator and any other person(s) designated by the System Administrator and approved by us as authorized users of the Service, as determined during your implementation of the Service or as designated by the System Administrator thereafter from time to time.

PERMITTED USES

You and your Users agree to use your Account (as defined below), the Nipendo Platform and the Service solely for business and/or commercial procure-to-pay purposes (the **“Purpose”**), and agree not to use your Account, the Nipendo Platform or the Service for consumer, personal, family or household purposes. Any use of your Account, the Nipendo Platform or the Service for consumer, personal, family or household purposes is a breach of this Agreement and may subject your use of the Nipendo Platform to immediate termination.

CUSTOMER ACCOUNT

The Nipendo Platform and the Service may only be used by you and your Affiliates through a customer account (the **“Account”**). Only your Company and its Affiliates may use a single Account.

Your Account may be used solely by your or your Affiliates’ employees or service providers who are explicitly authorized by you to use your Account, the Nipendo Platform and the Service (each, a **“Permitted User”**). You will ensure that the Permitted Users keep the Account login details secure at all times and comply with the terms of this Agreement, and you will be fully responsible for any breach of this Agreement by a Permitted User. Unauthorized access or use of the Account, the Nipendo Platform or the Service must be immediately reported to us.

ACCOUNT SET-UP Authorized Officer, System Administrator and Users

You must designate and always maintain on record an Authorized Officer who will establish your Account, electronically accept this Agreement on your behalf and otherwise hold all-access rights and controls to your Account. You certify that such Authorized Officer is a duly authorized person who has the requisite power to act on your behalf and to legally bind you to this Agreement. In the event there is any change to your Authorized Officer following initial Account set-up, the Authorized Officer or your System Administrator shall update a new Authorized Officer under Account Settings module in the Platform.

Subject to our approval, the Authorized Officer shall designate a System Administrator to whom (s)he may delegate all administrative rights on behalf of your Account, including, but not limited to, the ability to add and remove Users authorized to use the Nipendo Platform and the right to set User permissions, generate documents, add Buyers and all other rights attributed to other Users. Only the Authorized Officer may add or remove the System Administrator on the Account by updating such information through the Portal. You agree to provide us with certain identifying information for each User, including without limitation, full name, address, email address, as well as any other necessary Account set-up information and documentation requested by us from time to time. Once approved by us, the System Administrator may assign appropriate access controls for each User.

Use of Your Account by Affiliates

To the extent applicable and subject to our approval, you may allow your Affiliates to use your Account and the Service. Only your Affiliates incorporated or formed within Israel may use your Account or the Nipendo Platform and Services. We will provide notification as the Nipendo Platform and Services become available in additional countries. You agree to provide information requested by us in connection with adding any of your Affiliates under your Account, including, but not limited to, information about your corporate structure and such Affiliates. The System Administrator for your Account may establish different Users (subject to our approval) for each Authorized Affiliate (as defined below). You acknowledge and agree that notwithstanding anything to the contrary contained in this Agreement or otherwise, you will be responsible for all applicable Fees (as defined below) and all actions and omissions of Users incurred or made by your Affiliates under your Account. There will only be one Authorized Officer and System Administrator (who may be the same person) established for the Account and all Users and activity using your Account will be subject to the control of such Authorized Officer and System Administrator as established pursuant to the “Account Set-Up” provision herein.

The terms and conditions set forth in this Agreement shall be applicable to all Affiliates authorized by you to use your Account (“Authorized Affiliates”).

PRICE AGREEMENT; ADDITIONAL SERVICES

Depending on Nipendo's agreement(s) with your Buyer(s) and/or the actual volume of transactions you have using the Nipendo Platform, you may need to enter into a Price Agreement with us. We will contact you in such event.

Your Price Agreement will list the prices for the volume of transactions processed using the Nipendo Platform and may include Additional Services (as defined below). As noted above, if you have a Price Agreement with us as of the effective date of this Supplier SaaS License, that Price Agreement will remain

in full force and effect in accordance with its terms, including the transaction volumes, prices, any additional services and commercial terms set forth therein.

We may provide additional services (e.g., reports, notifications, etc.) as detailed in a Price Agreement (the “**Additional Services**”). You may choose whether or not to use these Additional Services by entering into a Price Agreement with Nipendo. Nipendo may modify, improve, or make changes to the Services, including any Additional Services, without notice; provided that no such modifications, improvements or changes shall impair the security of the Nipendo Platform. We will use commercially reasonable efforts to notify you of any material changes or scheduled downtimes in advance.

FEES AND BILLING

Your use of the Nipendo Platform and provision of the Additional Services is conditioned on your payment in full of the applicable fees (“**Fees**”) set forth in your Price Agreement. Nipendo reserves the right to change prices, from time to time, with thirty (30) days’ prior written notice. Unless otherwise specified in the Price Agreement: (i) you agree to 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 our invoice. All amounts payable under this Agreement or a Price Agreement are exclusive of all sales, use, value added, withholding, and other direct or indirect taxes, charges, levies and duties.

To the extent you incur any Fees on your Account, we will send an invoice to your Account on the Nipendo Platform and also to the email address on file for all your active Users (the “**Billing Email Address**”) according to the billing frequency as specified in the Price Agreement, which invoice will contain an itemized list of all Fees incurred on your Account during the billing period, including applicable taxes. In the event a tax exemption is applicable, you will provide us with a properly completed exemption certificate, or other acceptable documentation that permits tax to be excluded from the invoice. You agree that invoices sent by us to the Billing Email Address shall be deemed evidence of your obligation to pay for all Fees incurred under your Account.

We use certain information you keep on file with us and/or our Affiliates to facilitate your use of the Service, including, but not limited to, the Billing Email Address. You agree to always maintain or cause to be maintained on file with us and/or our Affiliates (as applicable) current and accurate information for your Account for the Service, including, but not limited to, the Billing Email Address, physical addresses and other contact information. If any such information is not accurate or changes at any point, particularly with respect to any Billing Email Address, you agree to immediately update such information by logging into your Account on the Nipendo Platform and updating the relevant information.

In the event your Account and/or access to the Service is terminated, you will remain liable for all obligations, Fees and applicable taxes incurred prior to termination.

Please contact the Nipendo Servicing Team at support@nipendo.com .

TERM AND TERMINATION

We reserve the right to suspend or terminate your use of the Nipendo Platform and the Service, your Account, any of your Authorized Affiliate’s use of your Account and/or your (and any User’s) use of or

access to any portion of the Service for any reason and at any time. You may terminate your Account at any time by contacting Nipendo I Servicing Team by emailing support@nipendo.com or by calling 972 9 8600502 (Sunday to Thursday 7:0018:00 IST (except holidays or special days in IL)) or by such electronic or other means as we may make available from time to time. Termination of your Account will automatically terminate each of your Authorized Affiliate's use of your Account. The date on which either party notifies the other of its intent to terminate the Service and/or your Account shall be deemed to be the "**Termination Date**". In the event that you choose to terminate your Account as provided by this provision, you will discontinue utilization of the Service, will have no access to the Nipendo Platform and the Service and your Account will be permanently disabled. Please be sure to download all your Customer Data before terminating your Account.

You also acknowledge and agree that notwithstanding any termination of this Agreement, you will remain liable for any post-termination obligations contained herein.

DISPUTES REGARDING GOODS OR SERVICES

You agree to resolve any disputes concerning goods or services provided by you to your Buyers using the Service directly with your Buyers.

AGREEMENT TO CONDUCT TRANSACTIONS ELECTRONICALLY

For the duration of your Account, you agree to, and to cause all Users to, conduct electronically all transactions in connection with the Service via the Portal or by such other electronic methods as we may provide from time to time. Service availability may be limited at times. Requests and documents should be scheduled to accommodate possible delays or downtime. By establishing an Account, you agree and confirm that you and all Users under your Account currently meet all of the System Requirements set forth below.

ELECTRONIC ACCOUNT COMMUNICATIONS AND EMAIL ADDRESSES

You acknowledge and agree that we will provide (i) billing invoices and other communications relating to fees and billing for your Account (collectively referred to as "**Billing Communications**") and (ii) all other disclosures, notices and other Account-related communications (including without limitation this Agreement and any amendments (collectively referred to as "**General Account Communications**", and together with Billing Communications, "**Communications**") electronically (including through the Portal and/or by email, as described more fully below), instead of in paper form by or other mail service. For the avoidance of doubt, General Account Communications and Billing Communications shall include any such communications relating to any of your Authorized Affiliates use of your Account. You acknowledge and agree that this "**Electronic Account Communications and Email Addresses**" provision shall survive termination of this Agreement and that any Communications that may need to be sent to you post-termination shall be sent electronically in accordance herewith. If you do not agree to receive all Communications electronically from us as described below, you may not open an Account with us or use the Service.

To receive General Account Communications from us in electronic form, you must provide and always maintain a General Account Email Address (as defined below) and satisfy the System Requirements below. To receive Billing Communications from us in electronic form, you must always maintain a Billing Email Address in accordance with the "**Fees and Billing**" provision above. We may provide Communications

electronically through, or through any combination of: (1) your General Account Email Address or your Billing Email Address, as applicable, and/or (2) links or downloadable files (including those in PDF format). Save or print copies of all Communications to ensure you have them when needed.

By establishing an Account, you certify that: (i) the email address of your System Administrator, as confirmed by your Authorized Officer, is the email address where you wish to receive General Account Communications for your Account (the “**General Account Email Address**”) and (ii) the Billing Email Address is the email address where Billing Communications should be sent for your Account.

The General Account Email Address may be changed only by the System Administrator through the User Management Module on the Portal and you agree that you will cause the System Administrator to immediately update your Account to reflect any change to the General Account Email Address. You agree that you will immediately update any change to your Billing Email Address in accordance with the “**Fees and Billing**” provision above. You agree that either the Authorized Officer or System Administrator shall immediately update your Account for other changes in your contact information, including, but not limited to, current address information. We may rely on the most current information provided for your Account and any instructions purportedly made by the Authorized Officer or the System Administrator to change the General Account Email Address or your other contact information without liability. You also agree that if a third-party vendor (where permitted by law), the Postal’s Service or other service, or one of its agents, notifies us of a change in your postal address, we may change your address based on that information. We will have no liability to you for changing your address based on such information, even if such information is in error.

If you choose to use one email as your General Account Email Address for General Account Communications, another email as your Billing Email Address for Billing Communications and then a third email associated with the username that you use to access the Service, you agree that we can rely on those email addresses accordingly.

You further consent to receive marketing communications from us and our Affiliates. If you want to withdraw your consent to receive such marketing communications, you may do so by using the link on any marketing email we may send to you.

System Requirements

To use the Service and receive Communications from us, you and your Users must have the following:

- An internet enabled device
- Access to an email account
- A Web browser that supports 128-bit encryption (such as Chrome®, Firefox®, Edge®, or Safari®)
- An up-to-date PDF viewer (such as the most recent version of Adobe Acrobat Reader®)
- Other commonly available applications (such as Microsoft Excel) that may be used by us from time to time in connection with the Service

Proper Equipment

You are responsible for obtaining and maintaining all telecommunications, mobile, broadband, computer, hardware, software, equipment and services needed to access and use your Account online; view, save and/or print your Account documents online; and receive any messages, documents and other Communications we provide to you electronically.

Changes to System or Other Requirements

We reserve the right to modify the System Requirements described above at our discretion, and you will implement such changes (i) within thirty (30) days' after we provide notice, or (ii) immediately as required by applicable law or where we deem appropriate or advisable for security reasons. We will provide you with notice of such modification(s) electronically in a manner consistent with other electronic General Account Communications. If you do not agree to the modification(s), you must close your Account, in which case we will refund the pro rata remaining portion of any prepaid amounts paid by you that are unearned as of the termination effective date.

Our Right to Send Paper

In our discretion and at our option, we may choose to send Communications in paper form from time to time, using mail services. For example, but without limitation, we may do this if we have a system outage, if we suspect fraud, or if for any reason your General Account Email Address or Billing Email Address does not accept emails from us.

General

Regardless of how we choose to send General Account Communications, we may send them to the attention of or to the address associated with the System Administrator on the Account (according to our records), and that System Administrator shall be responsible for providing copies of such General Account Communications to any other Users on the Account. Any General Account Communication we send to the attention of or to the address associated with the System Administrator on the Account will be considered notice to all Users on the Account. You are responsible for reviewing all General Account Communications in a timely manner. Regardless of how we choose to send Billing Communications, we may send them to the attention of or to the address associated with the Account and such person will be responsible for reviewing all such Billing Communications and ensuring payment of all applicable Fees. If any Communication is returned to us because of an incorrect postal address or an incorrect, changed, or expired email address, in addition to any other consequences set forth in this Agreement, we may stop delivering Communications until a valid address or email address is provided. We are not responsible for items lost in, or not delivered by, mail or email. You agree that the System Administrator shall establish Credentials (as defined below) and regularly log into the Portal to view and update information about your Account. Please see the "[Security Procedures](#)" provision below for more information on Credentials.

REPRESENTATIONS AND WARRANTIES

By using or continuing to use the Service, you represent and warrant to us that: (i) you have the authority and right to enter into this Agreement and to perform your obligations hereunder and that your ServicereLATED obligations are legal, valid, binding and enforceable in accordance with their terms; (ii) your acceptance of this Agreement and performance hereunder does not violate, conflict with, or result in a breach of, or default under, your charter or by-laws, or any other contract or agreement to which you are a party, or by which you are bound; (iii) you are a business organized under, and authorized to do business

pursuant to, the laws of the jurisdiction of your Company's incorporation or formation; (iv) the Users accessing or using the Service are duly authorized to access or use the Service and/or to legally bind you to this Agreement; (v) the individual electronically accepting this Agreement in the name of Company, is the Authorized Officer with authority to legally bind you to this Agreement; (vi) Subject to economic or trade sanctions neither you nor any Authorized

Affiliate under your Account is listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under sanctions regime; (vii) neither you nor any Authorized Affiliate under your Account are subject to, or listed as a party on any other U.S. government list deemed by us to be related to anti-money laundering, economic sanctions, or other areas of risk as it relates to our business operations; and (viii) the execution, delivery and performance by you of any Account set-up and any other documentation as requested by us are and remain complete, truthful and accurate, do not fail to disclose any material fact, have been duly authorized by necessary action, and you undertake to promptly provide to us updates of the same as may be necessary. You agree that we may rely on such representations without requiring additional information or documentation and that you will furnish such information upon request.

SECURITY PROCEDURES

You acknowledge that your use of the Service is restricted to Users and the designation of Users by the System Administrator is subject to our approval, in our sole discretion. You understand that the designation of, and restricting access to, Users is part of the security of your data on the Nipendo Platform. Each User will be assigned a unique user ID (each, a "User ID") and password (each, a "Password", and together with the User ID, the "Credentials") to allow such User to access the Service for the Purpose. You shall ensure that all Users comply with the terms and conditions of this Agreement. We may terminate, suspend or otherwise limit your or any User's right to use the Service in our sole discretion. Upon the termination of a User's right to use the Service, such User will immediately cease use of the Service.

You agree to cause each User to ensure the confidentiality of his/her Credentials; not to exceed the authority that we set (through website terms of use, contracts or otherwise); not to share any Credentials; that your System Administrator will promptly log on to the Portal and cancel the Credentials (i) of any User which have been compromised, or (ii) of any User no longer authorized to use the Service; to ensure use of Credentials only by authorized Users; to implement and maintain reasonable plans and practices regarding data security, authentication and online access for, by or through your systems and facilities; and to comply with laws, regulations and industry standards relating to data security and identity theft prevention that are applicable to you. You will immediately terminate a User's right to use the Service if the relevant individual's employment with you has been terminated, the individual no longer meets the requirements for being a User, or the individual is no longer duly authorized to access or use the Service. You represent that each User is eighteen (18) years old or older.

You agree to be bound by and be solely responsible for all uses of Credentials issued to Users, including, but not limited to, uses made by unauthorized persons (with or without your knowledge) and uses made by authorized persons who exceed their authorization or that are in error (collectively, "All Uses"). You further agree that we may attribute All Uses to you and All Uses shall constitute acts of and legally bind you, whether or not authorized for your benefit, and to hold us harmless, defend and indemnify us from and against any and all claims, damages, and losses of every nature that may arise due to or relating to orders and actions or relating to your breach of this Agreement or any of All Uses.

Perfect security or software is unattainable and some thieves will use other software to try and defeat security procedures, so it is critical that you consider adopting industry standard security measures and to implement other appropriate data security procedures relevant to your company and industry.

We may, but are not required to, supplement any of the above security procedures with procedures determined by us from time to time and you agree to comply with any such procedures (i) within thirty (30) days' after we provide notice, or (ii) immediately as required by applicable law or where we deem appropriate or advisable for security reasons. You acknowledge and agree that you shall be solely responsible for selecting Users and for monitoring their and all other activities under the Account relating to the Service.

YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SECURITY PROCEDURES DESCRIBED ABOVE TO EXECUTE ORDERS OR INSTRUCTIONS CONSTITUTES A COMMERCIALY REASONABLE SECURITY PROCEDURE AGAINST UNAUTHORIZED USES OF THE SERVICE, AND YOU CHOSE THE SERVICE (INCLUDING OPTIONS AND ALTERNATIVES WITHIN THE SERVICE) WITH SUCH SECURITY PROCEDURES AS BEING APPROPRIATE AND REASONABLE FOR YOUR NEEDS. IT IS UNDERSTOOD THAT SUCH SECURITY PROCEDURES ARE DESIGNED TO VERIFY THE AUTHENTICITY, NOT THE ACCURACY, OF DATA INPUT TO THE NIPENDO PLATFORM. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US AND OUR SERVICE PROVIDERS HARMLESS FROM AND AGAINST ANY CLAIMS RELATING TO THE DATA INPUT BY YOUR USERS TO THE NIPENDO PLATFORM AND ALL RELATED CLAIMS.

NIPENDO INVOICE ERRORS AND DISCREPANCIES

You shall promptly review each confirmation, invoice, advice or statement made available by us and promptly notify the Nipendo Servicing Team of any error, discrepancy or irregularity (including any unauthorized data input), not to exceed sixty (60) calendar days after such confirmation, invoice, advice or statement is sent or made available, by us by emailing the Nipendo Servicing Team by emailing support@nipendo.com or by calling 972 9 8600502 (Sunday to Thursday 7:00-18:00 IST (except holidays or special days in IL)). You may not assert any claim against us in connection with any errors, discrepancies or irregularities if (i) you did not exercise reasonable care in examining such communication which reflected such errors, discrepancies or irregularities, or (ii) you did not notify us as set forth herein in a reasonably prompt manner, not to exceed sixty (60) calendar days after such communication is sent or made available, that you dispute any information thereon or missing therefrom. You agree to provide us with all information necessary for us to investigate the error, discrepancy or irregularity.

LICENSES License Granted to Us

You hereby grant us and our third party suppliers an irrevocable, perpetual, world-wide, non-exclusive license to use, reproduce, store, encode, resize, reformat, host, process and otherwise modify, translate, maintain or prepare derivatives, and perform, display, disseminate and distribute the Customer Data you provide under your Account or upload to the Portal and to otherwise deal with such Customer Data in each case solely as may be reasonably necessary for us to provide or improve the Service. You represent and warrant that you have the right to grant the license above and that you have obtained all necessary consents to release any Customer Data provided to us, including, but not limited to, Buyer information.

License Granted to You

Subject to this Agreement, we hereby grant you a limited, non-transferable, non-sublicensable, nonexclusive, revocable license for Users to remotely access and use the Nipendo Platform (i.e., on a SaaS basis) and the Documentation in the country in which your company was incorporated or formed, and, if you disclose to us and we expressly accept in writing, in additional countries where you maintain business operations where you require access to the Services, in each case solely for the Purpose (the “***License***”). We shall retain all rights and interest to and in the Nipendo Platform and the Service, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. This License does not constitute a sale, nor does it pass to you any title to or any proprietary rights in the Nipendo Platform, the Documentation, the Service or to our Confidential Information, nor shall you acquire any right or interest in the Nipendo Platform, Documentation or Service as a result of any changes to, modifications of or additions to the Nipendo Platform or Service made by you or us.

Limitations on Your Use of the Nipendo Platform

You shall ensure that each User uses the Nipendo Platform and Service in accordance with this Agreement and the Documentation.

You will not, and shall ensure that your Users do not: (i) remove any copyright or other proprietary legends from the Nipendo Platform, including, but not limited to, copyright or trademark notices; (ii) sell, sublicense, lease, rent, assign, transfer or distribute the Nipendo Platform or any information, software, products or services obtained from the Service to any third party; (iii) alter, modify, copy, enhance or adapt any portion of the Nipendo Platform or the Service or the Documentation (if any); (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the Nipendo Platform or any underlying algorithms with other software or materials or otherwise attempt to obtain the source code of the software to the Nipendo Platform; (v) otherwise create or attempt to create any derivative works from the Nipendo Platform or the software of the Nipendo Platform; (vi) use the Nipendo Platform or the Service for any purpose that is unlawful or prohibited by this Agreement; (vii) attempt to obtain any materials or information through any means not intentionally made available through the Nipendo Platform or the Service; (viii) attempt to gain unauthorized access to the Service, other Credentials, or computer systems or networks connected to our servers or to the Service, through hacking, password mining or any other means; (ix) use any “open source” or “copyleft software” in a manner that would require us to disclose the source code of the Nipendo Platform software to any third party; (x) use the Nipendo 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; (xi) circumvent, disable or otherwise interfere with security-related features of the Nipendo Platform or features that enforce use limitations; (xii) export, make available or use the Nipendo Platform or software in any manner prohibited by applicable laws (including without limitation export control laws and laws governing the transfer of technical or personal data); (xiii) 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 Nipendo Platform; (xiv) take any action that could harm or place an unreasonable, unusual, or disproportionately large burden on our network capacity; (xv) use the Nipendo Platform and Service with content or data for which you lack the necessary rights, (xvi) use the Nipendo Platform or Service to perform functions for persons or entities not included under your Account.

Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you but such termination does not affect your obligations under this Agreement.

Your Data

You may download, keep or merge data and reports generated by you through the Service, and must keep copies of all such data and reports for your system of record, backup and archival records. You acknowledge and agree that neither the Service nor the Nipendo Platform is your system of record and do not replace the need for you to maintain regular data backups or redundant data archives. WE HAVE NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF YOUR DATA. We retain all proprietary rights, including without limitation patents, copyrights, and trade secrets, to the format and arrangement of any and all reports generated through the Nipendo Platform or the Service.

You acknowledge and agree that (i) you are solely responsible for the accuracy, completeness, timeliness and verification of any and all information, documents, rates and other data that you and your Users input to the Nipendo Platform, including, without limitation, applicable exchange rates, tax rates and amount calculations (including any VAT), (ii) you are solely responsible for the collection and payment of all applicable taxes on your products and services to the applicable taxing authority(ies), and (iii) the Nipendo Platform and Services are not designed to meet any tax compliance requirements that may apply to you or your business, including with respect to the invoices you send to your Buyers.

It is your responsibility to (i) verify that the messages sent by your Users using the Nipendo Portal are displayed correctly and receive the correct status in the Nipendo Platform, and (ii) notify us of all messages that were displayed in the Nipendo Portal but were not sent or received by your Buyer and if such message(s) need to be resent.

SERVICE LIMITATIONS

Nipendo will not be responsible for any third party's software, service or hardware that you use in order to use the Service. Unless otherwise agreed to in writing, we will not be responsible for any third-party software or service that we provide or recommend that you use alongside the Service. We will not be responsible for the interception or delay of data transmitted to or from you.

THE SOFTWARE AND THE SERVICE ARE MADE AVAILABLE ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT YOUR ACCESS TO THE SOFTWARE AND USE OF THE SERVICE IS AT YOUR OWN RISK. WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE AND EXPRESS OR IMPLIED WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; AND (iii) NONINFRINGEMENT. WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE INTERNET, AND/OR YOUR COMPUTER EQUIPMENT. AT TIMES, ACTIONS OR INACTIONS OF THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET AND/OR THE SERVICE. ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING THEREFROM.

YOU ACKNOWLEDGE AND AGREE THAT (1) YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND DOCUMENTS, INCLUDING ALL INVOICES, INPUT OR SENT BY YOU USING THE NIPENDO PLATFORM, AND NIPENDO IS NOT IN ANY WAY RESPONSIBLE FOR THE ACCURACY THEREOF, AND (2) YOU ARE SOLELY RESPONSIBLE FOR VERIFYING AND RECONCILING ALL INVOICE AND OTHER DATA INPUT TO THE NIPENDO PLATFORM WITH ANY IMAGE FILE THEREOF (e.g., ANY INVOICE PDF), (3) YOU WILL NOT UPLOAD, AND NIPENDO IS NOT RESPONSIBLE FOR, ANY PERSONALLY IDENTIFIABLE INFORMATION OR OTHER PROTECTED CONFIDENTIAL OR PRIVATE PERSONAL INFORMATION TO THE NIPENDO PLATFORM.

CONFIDENTIALITY

Each of (i) Amex and its Affiliates, and (ii) Company (each a "***Party***"), may have access to certain nonpublic and/or proprietary information of the other Party, in any form or media, including without limitation customer data, 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***"). All Documentation shall be considered as Confidential Information hereunder. 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. No Party shall use or disclose the Confidential Information of the other Party except as expressly permitted under this Agreement or by applicable law. It shall not be a breach of the confidentiality obligations hereof for a Party to disclose Confidential Information where, but only to the extent that, such disclosure is required by law or applicable legal process, provided in such case the Party shall (i) give the earliest notice possible to the other Party that such disclosure is or may be required and (ii) reasonably cooperate in protecting such confidential or proprietary nature of the Confidential Information which must so be disclosed. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

Customer Data and Analytics Information: You agree that in order to perform and operate our services, we may analyze data flows and trends not including any personally and or identifiable information according to the required consents and in compliance with applicable privacy laws.

PRIVACY

To access and use the Service, you will need access to the Portal. Certain information about you will be required to use the Service and such information collected in connection therewith will be processed and treated in accordance with our Privacy Policy.

The provision of the Service may also entail the processing of certain information about you and/or your employees, beneficial owners, agents or Users, including, but not limited to, information that may constitute personally identifiable information. You represent and warrant that you have the necessary rights and consents to share such information with us. We will process and treat any such information collected in connection with the Service in accordance with our Privacy Policy.

Our privacy policy, which is available at: <https://nipendo.com/nipendo-privacy-policy/>, as updated from time to time ("**Privacy Policy**"), governs our collection, use, processing and sharing of any information in connection with the Service.

COMPLIANCE WITH LAWS

You agree to, and will cause your Users to, use the Service only for lawful purposes and in full compliance with applicable law and all other relevant laws, rules, regulations and codes of practice, as may now or hereafter be in effect, including, without limitation, those arising from the applicable laws or regulations pertaining to (i) filings, registrations, approvals, consents, licenses, authorizations, and reporting requirements; (ii) anti-money laundering (e.g., customer identification and "know your customer"; currency transaction reporting and recordkeeping, suspicious transaction and activity detection, monitoring and reporting); (iii) OFAC sanctions programs; and (iv) the use, disclosure and/or export of technical or personal data and dealings with Users providing such data.

We may block or discontinue access to the Service if we have reasons to believe that you are using it for illegal purposes.

From time to time, we may require you to provide us with additional information regarding your Buyer customers using the Service so as to conform to our compliance policies. If we, in our sole discretion, reasonably believe that any party to a transaction, including a Buyer, may (X) be an entity incorporated in or resident in a country subject to economic or trade sanctions, (Y) be listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation or deemed

by us to be related to anti-money laundering, economic sanctions, or other areas of risk as it relates to our business operations, we may be required by law to terminate this Agreement, or block access to the Service, related funds or to reject the transaction.

CONTRACTED SERVICES

You acknowledge and agree that we may use contractors or other third-party entities for performing or supporting the Service.

INDEMNIFICATION

You agree to indemnify and hold us, Top group, our and their Affiliates, and our and their respective directors, officers, employees and agents (and the same of our subsidiaries and affiliates and our subsidiaries and affiliates themselves) (collectively, the “***top group Indemnified Parties***”) harmless from and against losses and damages incurred or arising in connection with the Services provided under this Agreement, except for losses and damages arising out of our own gross negligence or willful misconduct. You further agree to indemnify and hold the top Indemnified Parties harmless from losses and damages incurred or arising out of actions taken or omitted in good faith by us in reliance upon instructions from you or any User. We are not responsible for any actions or omissions by any third party. If you or any User gives us instructions that we believe may expose us to potential liability, we will not be liable to you if we refuse to follow those instructions. This “Indemnification” provision will survive termination of your Account.

LIMITED LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL WE, Top GROUP, OUR AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR FOR ANY LOST PROFITS OR REVENUES, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

Unless we have acted in bad faith or with gross negligence or willful misconduct, we will not be liable to you for performing (or failing to perform) our Services under or in connection with this Agreement. Without limiting the foregoing, we will not be liable for delays or mistakes that happen for reasons beyond our control, including without limitation, acts of civil, military or banking authorities, national emergencies, epidemic, pandemic, insurrection, war, riots, acts of terrorism, failure of transportation, communication or water supply, or malfunction of or unavoidable difficulties with any equipment. If an arbitrator or a court finds that we are liable to you for what we did (or did not do, as the case may be) under or in connection with this Agreement, you may recover from us only your actual damages in an amount not to exceed the total fees paid to us by you on your Account during the twelve-month period immediately preceding the event(s) giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable to the fullest extent permitted by applicable law and shall apply regardless of the number or nature of event(s) giving rise to our liability. This “Limited Liability” provision will survive termination of your Account.

RIGHT OF SETOFF

To the fullest extent now or hereafter permitted under applicable law, we may, at any time without any prior notice or demand for payment, set off, recoup, and/or apply any funds or property (wherever located and whether general or special, matured or unmatured) maintained or controlled by you or your current

or former subsidiaries or Affiliates with us or our Affiliates, or any other indebtedness or claims of every nature and description of us or our Affiliates to you or your current or former subsidiaries or Affiliates (whether contracted by you alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured), in each case, against any amounts due and unpaid to us and/or our Affiliates under this Agreement or any Other Agreement. We shall also be entitled to retain and not repay any amount which may then be due by us to you or your current or former subsidiaries or Affiliates unless and until any such amount then outstanding has been repaid or discharged in full when due. **“Other Agreement”** means any agreement, other than this Nipendo Platform Supplier SaaS License Agreement, between (i) you or any of your subsidiaries or Affiliates and (ii) us or any of our subsidiaries or Affiliates.

FEEDBACK

You may be asked to submit an evaluation of the Service (**“Feedback”**) to your Nipendo representative from time to time. We will own all rights and interest to Feedback. You may be asked to participate in case studies and provide testimonials where appropriate. We reserve the right to include this information in future Nipendo Platform marketing and promotions.

AMENDMENTS

At any time, acting in our sole discretion, we may amend any of the terms, conditions and/or features that apply to your Account and to the Service, including this Agreement (collectively, **“Amendments”**). Except as otherwise set forth herein or as required by applicable law, we will give you reasonable notice, electronically or by any other means permitted by law, including, but not limited to, by way of posting updated terms and conditions on the Portal or emailing you at the General Account Email Address. You agree to consult the Portal regularly and you acknowledge receipt of any notices that we make available through the Portal. See the provision entitled **“Electronic Account Communications and Email Addresses”** for more information. You agree to all such Amendments as a condition to your continued use of the Service. You may reject such changes by discontinuing use of the Service and terminating your Account.

You (and other Users you authorize to use your Account) may only make the elections (and changes to such elections) concerning the types and features of certain services available from us in connection with your Account that are specifically described in this Agreement.

DISPUTE RESOLUTION

You agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation (**“Claims”**) will be resolved pursuant to this **“Dispute Resolution”** provision. For purposes of this **“Dispute Resolution”** provision, “you”, “we” and “us” includes any corporate parents, subsidiaries, affiliates or related persons or entities. You may not sell, assign or transfer a Claim.

MISCELLANEOUS

Recordings

We may record and/or monitor any telephone conversations we have with you or your employees in connection with the Services, on the condition that we shall have in every case notified the recorded party at the beginning of the call that the call is being recorded and that this recording is for training, quality, and compliance purposes. We will not be liable to you if we do not record or maintain a record of a conversation. When making recordings of calls, we will comply with applicable law.

By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you at any such numbers regarding your Accounts and Services with us and our affiliates, using any means, including but not limited to placing calls using an automated dialing system to cell, voice over internet protocol (VoIP) or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

Time Limit on Actions

Any Claim or cause of action arising out of or related to this Agreement must be filed by you within ninety (90) days after such Claim or cause of action arose or forever be barred.

Notices

Whenever this Agreement or applicable law requires or allows you to notify us electronically, you may contact us by email to Nipendo Servicing Team at support@nipendo.com. You may also call the Nipendo Servicing Team at 972 9 8600502 (Sunday to Thursday 7:00-18:00 IST (except holidays or special days in IL)) whenever this Agreement or applicable law requires or allows you to notify us by telephone. Except as otherwise set forth in this Agreement, you may mail us correspondence or notices required or allowed to be in writing under this Agreement or applicable law to the following address (or such other address as we may provide to you from time to time for this purpose): Top group software Inc; 24 Raoul Wallenberg St, Tel Aviv . You agree that we may provide notice to you by sending you an in-product message within the Service, emailing it to the General Account Email Address or other email that you have provided us, or mailing it to any postal address that you have provided us, as such addresses may be updated by the Authorized Officer or System Administrator (as applicable) in accordance with the “Electronic Communications and Email Addresses” provision set forth herein. All notices by any of these methods will be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed.

Assignment

You may not assign or transfer your Account or any of your rights or obligations arising from the Service or any transaction, whether voluntarily or by operation of law (including by way of sale of assets, merger, consolidation, or otherwise), without our prior written consent. We may assign this Agreement, or transfer any of our rights or obligations arising hereunder, including to any Top group Affiliate, without your prior written consent at any time for any reason.

Governing Law

This Agreement, and any dispute or claim arising from or related to the Service, will be governed by the laws of the State of Israel without giving effect to choice of law or conflicts of law provisions or principles.

No Waiver

Except as otherwise expressly provided for herein, failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.

Entire Agreement

Notwithstanding anything to the contrary set forth herein or in any other agreement, including any nondisclosure agreement you and we may have signed, this Agreement (including any Price Agreement you and we may have signed, and all exhibits, schedules, tables, appendices and attachments hereto and thereto) constitutes the entire agreement with respect to the Service and supersedes any previous oral or written agreements or understandings relating to the subject matter hereof, including, but not limited to, any agreement previously entered into by you with us or any of our Affiliates. By electronically accepting this Agreement, you acknowledge that this Agreement shall be deemed to be countersigned and accepted by us. In the event that any of the terms and conditions of this Agreement conflict with those of any other agreement, including a Price Agreement, this Supplier SaaS License will prevail as it relates to the subject matter contained in this Agreement. For the avoidance of doubt, the terms and conditions set forth in this Agreement shall apply only to your use of the Nipendo Platform and Service as set forth herein and not to any other product or service offered by us or our Affiliates.

Headings

The headings, titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

Negotiated Terms; Construction

In construing this Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term “or” is not exclusive; (iii) the term “including” means “including, but not limited to;” (iv) the term “day” means “calendar day”; and (v) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time.

Controlling Language

You acknowledge and agree that the English language version of this Agreement is controlling.