<u>Deepchecks on SageMaker License Agreement</u>

This license agreement (this "**Agreement**") governs the use of the Services purchased through the AWS Marketplace ("**AWS Marketplace**"). This Agreement constitutes a binding and enforceable legal contract between **Deepchecks, inc.,** a Delaware corporation ("**Deepchecks**") and the customer purchasing the Services via the AWS Marketplace ("**Customer**", and together with Deepchecks, the "**Parties**"), for deployment on the Amazon SageMaker AI ("**SageMaker**"). By accepting this Agreement through execution or by using the Services, Customer agrees to this Agreement.

WHEREAS, Deepchecks is the owner or licensee of a software for testing, evaluating and monitoring AI and machine learning systems and its underlying technologies ("**Solution**"), which is being deployed on the SageMaker third-party console; and

WHEREAS, Customer wishes to obtain from Deepchecks, and Deepchecks is willing to grant to Customer, a right and license to use the Solution as made available on the AWS Marketplace (or other AWS services) and deployed on SageMaker, to be provided in accordance with the scope and for the consideration set out in the AWS Marketplace offering (the "**Services**"), subject to the terms set forth herein and any other applicable AWS legal terms and conditions.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements set forth herein, the Parties hereby agree as follows:

1. **License; Support Services; Use Rights and Restrictions.**

    1.1. **Scope**. All references in this Agreement to the Services are composed of (i) the Solution; (ii) the specific products and features of the Solution made available or provided to Customer in connection with the Solution, which are described in further detail on AWS Marketplace; (iii) Any Reports generated by the Solution; (iv) any technical documentation as may be provided on behalf of Deepchecks at its sole discretion to Customer in connection with (i) - (iii) above; and (v) the content, text, documents, descriptions, graphics, photos, sounds, videos, interactive features, and Deepchecks' trademarks, service marks and logos ("**Marks**"), contained in or made available through (i) - (iv) above.

    1.2. **Support Services**. Customer support for the Licensed Solution is primarily provided in accordance with Customer's separate agreement with Amazon Web Services, Inc. or its affiliates (together, "**AWS**"), by AWS. However, for escalated support received by Deepchecks from AWS, or in cases where Deepchecks chooses to provide direct support to Customer, in Deepchecks' sole discretion, then Deepchecks will provide such support through email at support@deepchecks or other support channels if Deepchecks chooses to use them. Deepchecks may change its support contact details and methods in accordance with the notification provisions of this Agreement. Deepchecks will make reasonable efforts to respond within a reasonable timeframe to Customer's inquiries, but does not guarantee response or resolution times. The specific scope and level of Deepchecks' direct support obligations towards Customer, if any, shall be as set out in the applicable purchase order or AWS Marketplace between Deepchecks and the Customer ("**PO**"). Deepchecks shall not be responsible for errors, issues, or unavailability caused by circumstances beyond Deepchecks' reasonable control, the AWS Marketplace, SageMaker or other Third Party Services (defined below).

    1.3. **License to Use**. Subject to the terms and conditions of this Agreement, any other applicable AWS Marketplace terms, conditions, policies and procedures, and payment of any applicable fees, Deepchecks grants Customer a personal, non-exclusive, non-sublicensable, non-transferable, limited right and license to use the Services, as available on the AWS Marketplace, during the term of the Agreement and solely for Customer's internal business purposes. For the avoidance of doubt, the above right does not include the right to use the Marks. The aforementioned rights in connection with the Solution and Services are licensed, not sold.

    1.4. Customer is solely responsible for acquiring and maintaining all of the equipment, third party services and items necessary to access and make use of the Solution. Customer may access the Solution only through the interfaces and protocols provided or authorized by Deepchecks via the AWS Marketplace and agrees to set up and use the Solution in full compliance with Deepchecks' technical documentation.

Customer acknowledges that Deepchecks may from time to time auto-update the Solution (which may include adding or removing functionality) by providing Customer with release notes about the update.

1.5. **Use Restrictions**. Customer will not, nor will it authorize or assist others to: (a) circumvent, disable or otherwise interfere with security-related features of the Solution or features that enforce limitations on use of the Solution; (b) disassemble, reverse engineer, modify, translate, alter or decompile all or any portion of the Solution or otherwise discern the source code of the Solution except and solely to the extent permitted under applicable law notwithstanding this restriction; (c) use the Solution on a service bureau or time sharing basis or to provide services to third parties; (d) distribute, copy, rent, lease, sublicense, assign, transmit, sell or otherwise transfer the Solution or any of Customer's rights therein; (e) violate or abuse password protections governing access to the Solution; (f) interfere or attempt to interfere with the integrity or proper working of the Solution; (g) use any automated means to access the Solution; (h) take any action that imposes or may impose, at Deepchecks' sole discretion, a disproportionately large load on the Solution; (i) use Deepchecks' name or Marks without prior written consent; (j) delete, remove, obscure or in any manner alter the Marks, copyrights or Deepchecks' or any other third parties' intellectual proprietary rights notices appearing on or in the Services or any component thereof; (k) use the Services or any part thereof in order to conduct any comparisons, competitive analysis, penetration testing, vulnerability assessment, aimed identified security vulnerability, or other benchmarking activities, either alone or in connection with any other product or hardware without the prior written consent of Deepchecks or use the Services or any part thereof to develop a competing product or service; (l) use the Services or any content generated by them to train artificial intelligence systems and models without Deepchecks' prior written consent; (m) use the Services or any part thereof in any unlawful manner or in breach of the Agreement; and/or (n) share User access, license keys and/or passwords between multiple persons in order to circumvent or bypass the Software's usage limitations.

1.6. Use Limits and Overage Fees. Access to and use of the Services are subject to usage limits as set out in the PO, such as maximum number of Users. If Customer exceeds its usage limits set out in the PO, or wishes to add additional Users, Customer shall pay additional fees, whose amount will be determined by Deepchecks based on Customer's actual usage, per a formula to be made available to Customer. Deepchecks reserves the right to monitor Customer's usage of the Services in order to enforce the usage limitations and restrictions set forth in the Agreement and determine the amounts of fees for such usage.

2. **Users.** Only permitted employees or consultants of Customers ("**Users**") may use the Services. The maximum number of Users is determined between Customer and AWS in the applicable AWS Marketplace offering between AWS and the Customer.

3. **Intellectual Property Rights.**

3.1. Deepchecks' Intellectual Property Rights. As between the Parties, Deepchecks and its licensors solely and exclusively own any and all worldwide right, title and interest in and to the Services, including all worldwide intellectual property rights therein and in any modifications, reproductions, corrections, enhancements, updates, upgrades, improvements, customizations and derivative works of/to the Services and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including metadata and anonymized and aggregated related to Customer's usage of the Services. Customer expressly acknowledges that the Solution or Services may include third party components , which shall be used by Customer solely in conjunction with the Solution or Services, and shall not be used for any other purpose without the prior written consent of Deepchecks. Any rights therein not explicitly granted to Customer hereunder, are reserved to and shall remain solely and exclusively proprietary to Deepchecks or its third party licensors.

3.2. Customer Data. As between the Parties, Customer and its licensors solely and exclusively own all rights, title and interest in and to all of the data provided by Customer and its Users or on their behalf to Customer's environment on AWS ("**Customer Data**"). For the avoidance of doubt, Deepchecks does not host, access, or store Customer Data, and any processing of such data occurs entirely within the Customer's AWS account under Customer's control. Notwithstanding, Customer acknowledges that, in certain cases, the provision of support by Deepchecks or installation of certain updates may require

Customer to provide Deepchecks with access to Customer's AWS environment and/or share certain Customer Data with Deepchecks, and Customer may provide such access to and share such data with Deepchecks upon Deepchecks request and Customer's written approval, on such case-by-case basis. To the extent Customer chooses to share Customer Data with Deepchecks in connection with the above, Customer hereby grants to Deepchecks and its Affiliates a worldwide non-exclusive, royalty-free right and license to access and use the Customer Data solely to permit Deepchecks to support, maintain and provide the Services.

3.3. <u>Open Source</u>. The Solution or Services may use or include components which are subject to Open Source licenses, including specific Services offered by us as Open Source. In case of Open Source components or Services, their usage shall be governed by their specific Open Source license terms, which Deepchecks shall make available to Customer, and Customer shall comply with such terms. "**Open Source**" shall mean open source, copyleft or community source code (including but not limited to any libraries or code, software, technologies or other materials that are licensed or distributed under GPL, LGPL, Apache, MIT or similar license arrangement or other distribution model described by the Open Source Initiative at www.opensource.org.

3.4. <u>Feedback</u>. If Customer contacts Deepchecks with any suggestions or feedback data regarding the Services, which may include suggestions for, or feedback concerning, customizations, features, improvements, modifications, corrections, enhancements, derivatives or extensions, such feedback shall be deemed to be the sole property of Deepchecks and Customer hereby irrevocably transfers and assigns to Deepchecks all intellectual property rights in such feedback and waives any and all moral rights that Customer may have in respect thereto.

3.5. <u>Third Party Services</u> and SageMaker Deployment. Customer expressly acknowledges that the Solution or Services may be made available through, or may include or integrate with, third party services and/or components and/or infrastructure and hosting environment, including without limitation, the AWS Marketplace and SageMaker console ("**Third Party Services**"). Customer further acknowledges that proper operation of the Solution depends on the availability and performance of such Third Party Services, which are beyond Deepchecks' control and are subject to such third party providers' own agreements, terms and conditions, and policies. Customer's interaction and use of such Third Party Services in connection with the Services does not in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by Deepchecks, or by such third party of Deepchecks, and nor any affiliation between them. Deepchecks does not assume any responsibility or liability for any Third Party Services or their terms, policies, acts or omissions.

3.6. Without detracting from the foregoing Customer understands and acknowledges that the Solution and Services are being deployed within the Customer's own AWS environment through the AWS Marketplace on AWS SageMaker. Deepchecks does not host, manage, or access Customer's AWS environment or any Customer Data processed therein.

4. **Privacy**. To the extent that the execution of this Agreement involves collection or other processing of personal data, such collection and processing shall be governed by the terms of Deepchecks' Privacy Policy, available at https://www.deepchecks.com/privacy-policy/#:~:text=Personal%20Data%20may%20also%20be,de%2Didentify%20your%20personal%20data. as updated from time to time. To the extent that Customer or anyone on its behalf chooses to provide with personal data in relation to the Services, in Customer's sole election and discretion, the Customer represents, warrants, and undertakes that it has provided all appropriate notices, obtained all required consents and has ongoing legal basis to allow Deepchecks to process such personal data in accordance with Deepchecks' Privacy Policy.

5. **Confidentiality.**

5.1. The following provisions shall apply with respect to the parties' Confidential Information:

(1) To the extent Confidential Information of a party is disclosed during the performance of the Services, 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; and (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 feasible and legally allowed, receiving party will give prompt notice to the disclosing party so that it may seek a protective order or other appropriate relief.

(2) For the purposes hereof, "**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.

(3) The confidentiality obligations hereunder shall expire three (3) years from the date of termination or expiration of this Agreement.

6. **Customer's Representations and Warranties.** Customer represents, warrants and undertakes that (1) to the extent any Customer Data is shared with Deepchecks, Customer owns or has obtained the rights to all of the rights subsisting in the Customer Data and Customer has the right to provide Deepchecks with the license granted herein to use such Customer Data in accordance with the Agreement and, with regard to personal data, applicable privacy laws; and (2) that Customer will use the Solution and Services in compliance with any and all applicable law(s), rules(s) or regulation(s), the terms and conditions of this Agreement, any other applicable AWS Marketplace terms, conditions, policies and procedures.

7. **Deepchecks' Representations and Warranties.**

7.1. Deepchecks represents and warrants to Customer that: (a) the Services will conform, in all material respects, to the technical documentation provided by Deepchecks to Customer in connection with this Agreement; (b) Deepchecks will use industry standard practices designed to detect and protect the Services and Solution against any viruses, "trojan horses", "worms", spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Services and Solution or interference with or harm to the operation of the Services or any systems, networks or data, and scan the Services and Solution on a regular basis; and (c) the Services, and Customer's use thereof as permitted under this Agreement, will not be subject to any license or other terms that require that any Customer Data or any software, documentation, information or other materials integrated, networked or used by Customer with the Services, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge.

7.2. In the event the Services fail to conform with the warranties set out in Section 7.1, subject to receipt of notice of such nonconformity from Customer, Deepchecks will make efforts to cure such nonconformity. To the extent Deepchecks fails to cure such nonconformity within 30 days of Customer's written notice of the nonconformity, as Customer's sole remedy and Deepchecks' sole liability in connection therewith, Customer may elect to terminate the Agreement, and Deepchecks will refund Customer any fees prepaid to Deepchecks for the remaining term, prorated for the portion of time unused by Customer after Customer's notice of nonconformity.

7.3. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, DEEPCHECKS PROVIDES THE SOLUTION AND SERVICES TO CUSTOMER "AS IS" AND DEEPCHECKS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SOLUTION AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR USE TO THE MAXIMUM EXTENT POSSIBLE BY LAW. WITHOUT DETRACTING FROM THE FOREGOING, DEEPCHECKS

DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, REPORTS, INFORMATION, OR RESULTS THAT CUSTOMER OBTAINS THROUGH USE OF THE SOLUTION (COLLECTIVELY, **"REPORTS"**), OR THAT THE REPORTS ARE COMPLETE OR ERROR-FREE. THE REPORTS DO NOT CONSTITUTE LEGAL ADVICE, AND CUSTOMER UNDERSTANDS IT MUST DETERMINE FOR ITSELF THE NEED TO OBTAIN ITS OWN INDEPENDENT LEGAL ADVICE REGARDING THE SUBJECT MATTER OF ANY REPORT. CUSTOMER'S USE OF AND RELIANCE UPON THE SOLUTION AND ANY REPORTS IS ENTIRELY AT CUSTOMER'S SOLE DISCRETION AND RISK. CUSTOMER IS SOLELY RESPONSIBLE FOR PROPER CONFIGURATION OF ALL DATABASES AND OTHER THIRD PARTY SERVICES USED WITH THE

SOLUTION. DEEPCHECKS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION, THOSE PROVIDED BY OR THROUGH THE AWS MARKETPLACE.

8. **Limitation of Liability.**

   8.1. OTHER THAN IN THE EVENT OF FRAUD, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY (OTHER THAN THE EVENTS STIPULATED IN SECTION 8.2) OR THE INDEMNIFICATION OBLIGATIONS HEREUNDER:

   (1) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF USE, DATA, GOODWILL, BUSINESS, PROFITS, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, FINES OR OTHER PENALTIES FOR NONCOMPLIANCE ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE SERVICES WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; AND

   (2) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY DIRECT DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE SERVICES EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO DEEPCHECKS FOR THE SERVICES DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

   8.2. Notwithstanding the foregoing and anything to the contrary in this Agreement, (1) The maximum amount payable by Deepchecks' pursuant to its indemnification obligations under Section 9.2(2) will be limited to a total aggregate amount equal to three (3) times the fees paid by Customer to Deepchecks for the Services giving rise to the claim in the 12 months period preceding the event giving rise to the claim; and (2) Customer's liability for Customer's breach of Customer's indemnification obligations under Section 9.1(2) will be limited to a total aggregate amount equal to three (3) times the fees paid by Customer to Deepchecks for the Services giving rise to the claim in the 12 months period preceding the event giving rise to the claim.

9. **Indemnification**.

   9.1. Customer agrees to defend, indemnify and hold harmless Deepchecks and its affiliates, and their respective officers, directors, agents, vendors, resellers, consultants and employees, from and against any third party claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees), resulting from (1) Customer Data's infringement or misappropriation of any third party's intellectual property rights; (2) the use by Customer of the Services and/or Customer Data's violation of applicable law or privacy rights of third parties; or (3) Customer's use of the AWS Marketplace and the services provided therethrough, and/or Customer's failure to comply with the applicable AWS Marketplace terms, conditions, policies and procedures.

   9.2. Deepchecks agrees to defend, indemnify and hold harmless Customer and its affiliates from and against any third party claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees), resulting from (1) the Services' or Solution's infringement of any third party intellectual property right (to the extent such intellectual property infringement does not result from configurations, prompts,

datasets, or third-party components selected, supplied, or controlled by Customer); or (2) the Services' and Solution's violation of applicable law or privacy rights of third party.

9.3. Indemnification under Sections 9.1-9.2 shall be conditioned upon: (a) the indemnifying party notifying the indemnified party of the claim immediately upon becoming aware thereof, (b) the indemnified party allowing the indemnifying party to assume full control of the defense and settlement of such claim, provided that the indemnifying party will not enter into any settlement without the indemnified party's prior written consent, and (c) the indemnified party reasonably cooperating with the indemnified party in the defense and settlement of the claim, at the indemnifying party's expense.

10. **Term and Termination; Suspension**

10.1. Term. The Agreement shall commence on the date you first accept it and shall continue for the duration set out in the applicable PO, subject to any renewal terms set out therein (if any), unless terminated earlier in accordance with Section this Section 10.

10.2. Termination. Either party may immediately terminate the Agreement, by written notice to the other party: (a) if the other party has breached the Agreement and failed to cure such breach (if curable) within 30 days from receipt of written notice thereof; or (b) if such party becomes insolvent or makes any assignment for the benefit of creditors or similar transfer evidencing insolvency, or suffers or permits the commencement of any form of insolvency, administration or receivership proceeding or has any petition under bankruptcy, insolvency or administrative law filed against it, which petition is not dismissed within 30 days of such filing, or has a trustee, administrator or receiver appointed for a material portion of its business or assets. A party that becomes subject to any of the events described in clause (b) shall immediately notify the other party in writing.

10.3. Additional Termination Rights. Without limiting any other remedies, and according to applicable AWS Marketplace's terms, conditions and policies, Deepchecks may suspend and/or terminate the Agreement and/or the Services, in whole or in part, with immediate effect, if it determines in its sole discretion that Customer or an User is in material breach of this Agreement or the applicable AWS Marketplace terms, conditions, policies and procedures.

10.4. Consequences of Termination. Upon termination or expiration of the Agreement: (i) the rights of use granted to Customer pursuant to this Agreement will terminate; (ii) Deepchecks will revoke Customer's right to use the Software, and Deepchecks; and (iii) Deepchecks shall permanently delete all Customer Data (if any such data was shared) from its systems within 30 days of the termination; and (iv) to the extent disclosed any Confidential Information of the other party, return or destroy (as determined by the disclosing party) the Confidential Information to the disclosing party. Termination of the Agreement for any reason shall not relieve Customer from its obligation to pay any outstanding payments due under the Agreement (if applicable).

10.5. Survival. Any Section which by its nature should survive termination or expiration of the Agreement shall so survive, including Sections 4, 6, 7, 8.3, 8-10 and 13.

11. **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 email transmission with written confirmation of receipt, addressed to the address set forth in this Agreement 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 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. Notices to Customer may be handled through AWS Marketplace communications channels, in accordance with AWS procedures, and to the Customer's email address as specified in AWS Marketplace's systems during the purchase.

12. **Publicity**. Deepchecks' may issue publicity or general marketing communications concerning its involvement with the Customer, including a case study, and Customer agrees to reasonably cooperate with and contribute to such case study. Deepchecks may use Customer's name and logo in connection with the foregoing.

13. **Miscellaneous**.

13.1. <u>Changes to Services</u>. Deepchecks may from time to time modify or update the Solution, or any part thereof, provided that such changes do not materially degrade, remove, or limit the features, functionality, capability, or performance of the Services. Additionally, Deepchecks may change the Services from time to time, provided that Deepchecks will provide Customer with at least thirty (30) days prior notice of any material changes prior to the changes. If Customer does not accept the change, Customer's sole recourse is to provide written notice terminating the affected Services before the changes take effect. Customer's continued access to and use of the Services after the change has come into effect constitutes Customer's acceptance of the change and Customer will continue to perform its obligations under the Agreement.

13.2. <u>Changes to Agreement</u>. Deepchecks may change the terms of this Agreement from time to time, and such change will become effective upon the date on which it is posted on the AWS Marketplace. Customer is responsible for checking regularly for such changes. By continuing to access or use the Services Customer agrees to be bound by the revised Agreement. However, a change the terms of this Agreement that materially impacts Customer's rights or obligations, shall be communicated to Customer by a thirty (30) days' prior notice.

13.3. <u>Headings</u>. The headings and section titles in this Agreement are included for convenience only and shall not affect the interpretation of the provisions of this Agreement.

13.4. <u>Entire Agreement; Amendments</u>. The Agreement, the commercial terms in the applicable PO represent the entire agreement between the Parties concerning the subject matter hereof and replaces and supersedes all prior and contemporaneous oral or written understandings and statements. Any amendment, change or modification to this Agreement will only done in writing signed by both Parties. In the event of a conflict between this Agreement and the PO, this Agreement shall prevail, provided the PO shall prevail only with respect to the commercial terms set out therein.

13.5. <u>Severability</u>. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable.

13.6. <u>Assignment</u>. Neither party shall transfer or assign its rights or obligations under this Agreement to any third party. Any purported assignment contrary to this section shall be void. Notwithstanding the foregoing, either party may assign the Agreement in connection with a merger, acquisition, purchase of a majority of or all such Party's assets or stock or a similar change of control transaction. Any prohibited assignment shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefits of the Parties' assignees and successors-in-interest.

13.7. <u>Force Majeure.</u> Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, pandemics, government restrictions, natural disasters, or other unforeseen events. This Section does not excuse Customer's obligation to pay Deepchecks for the Services.

13.8. <u>Governing Law and Jurisdiction</u>. This Agreement is governed by the laws of the State of 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, New York. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

13.9. <u>General</u>. Nothing in the Agreement shall be construed to create any employment relationship, partnership, joint venture or agency relationship or to authorize any party to enter into any commitment or agreement binding on the other party. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.