Terms of Use

FINOUT TERMS OF USE

Last revised: October 21, 2026

Finout Inc. for Customers located in the United States or Canada; and otherwise, Finout Ltd. ("**Finout**", "**our**", "**we**" or "**us**") offers its customers ("**Customers"** or "**you**") an online Software-as-a-Service cound and AI spend platform (the "**Solution**"). In addition, our website **https://www.finout.io/** offers visitors (respectively "**Website**" and "**Visitors**") information about our company, technology and information concerning our Solution, as well as demos and trials of our Solution (if and to the extent Finout makes them available). The Website, together with the Solution and related services, except if specifically otherwise designated, shall be referred to herein as the "**Services**". The term "**Users**" refer to: (I) Customer; (II) Customer's admin user of the Solution ("**Customer Admin**"), (III) Customer employees and any other personnel who access and/or use the Services under Customer's account ("**End User(s)**"); and (IV) where applicable, Visitors with respect to the respective statements only. Each of the Users may access and use the Services in accordance with the terms and conditions hereunder.

By entering to, connecting to, accessing or using the Services, you acknowledge that you have read and understood these Terms of Use (the "**Terms of Use**"), including our **Privacy Policy** (the "**Privacy Policy**", collectively with these Terms of Use, the "**Terms**") and you agree to be bound by the Terms and to comply with all laws and regulations that apply to your use of the Services and you agree that these Terms constitute a binding and enforceable legal contract between Finout and you.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE SERVICES IN ANY MANNER.

IF YOU ARE THE FIRST PERSON TO ACCESS THE SERVICES ON BEHALF OF YOUR ORGANIZATION, YOUR ORGANIZATION SHALL BE DEEMED A CUSTOMER AND YOU SHALL BE DEEMED ITS CUSTOMER ADMIN, UNLESS YOU DESIGNATE ANOTHER END USER THROUGH THE SOLUTION. THE CUSTOMER ADMIN REPRESENTS THAT IT HAS BEEN DESIGNATED BY, AND HAS FULL AUTHORITY TO ACT ON BEHALF OF, THE CUSTOMER, INCLUDING TO REGISTER FOR THE SERVICES AND BIND THE CUSTOMER TO THESE TERMS, WHICH CONSTITUTE A BINDING CONTRACT BETWEEN CUSTOMER AND FINOUT. CUSTOMER, CUSTOMER ADMIN AND EACH END USER REPRESENT AND WARRANT THAT ALL USE OF THE SERVICES BY CUSTOMER ADMIN AND END USERS UNDER CUSTOMER'S ACCOUNT IS AUTHORIZED BY CUSTOMER AND SHALL INURE TO CUSTOMER'S BENEFIT AND LIABILITY.
Any separate written agreement entered into between Finout and Customer with respect to use and access to the Solution shall take precedence over conflicting provisions in these Terms.

1. The Services

1.1. The Solution. The Finout Solution is an online Software-as-a-Service cloud and AI spend platform. In order to use the Solution, Customer will need to provide Finout with certain Customer's internal financial operations data, documents and information and/or provide Finout with the relevant access credentials and thereby allow Finout to collect, process and analyze such internal financial operations data, documents and information. Subject to Customer's compliance with its obligations under these Terms, Finout will provide Customer with access to the Solution and related Services in the scope and for the Subscription Term set forth in the applicable Order Form. Customer (including via the Customer Admin) acknowledges and agrees that it (and not Finout) has sole control over which information or access credentials are provided to Finout.

1.2. Historical Data Scope. Customer shall be entitled as part of the Services to onboard to its Customer Account its cloud spend historical data from Amazon Web Services, Google Cloud Platform, Microsoft Azure and Oracle Cloud Infrastructure (which are considered Approved Cloud Vendors) (such data, "**Historical Data**"), limited to (a) Year-to-Date Historical Data (i.e., Historical Data collected or uploaded to the Solution from the beginning of

the applicable calendar year), and (b) Historical Data uploaded to the Solution for the preceding one (1) calendar year. Any Historical Data falling outside this scope may be automatically and securely deleted by Finout, unless otherwise agreed by the Parties in writing.

1.3. Modification of the Services. Finout may continuously update and modify its Services and the Solution with new capabilities or offerings or replace and/or discontinue some of the capabilities. You acknowledge and agree that some of the features and capabilities may be experimental and/or offered in limited versions or limited locations. In addition, Finout may, at any time, at its sole discretion, add or remove supported features and/or capabilities from the Solution. The customer's sole remedy in the event of changes that reflect a material decrease in functionality of the Solution and/or the Services shall be to terminate any affected subscription to the Solution. In such event, Customer is required to provide Finout with written notice of such termination not later than within fourteen (14) days of becoming aware of such adverse change, and Finout shall provide the Customer with a refund for the pre-paid un-used subscription fees.

1.4. Artificial Intelligence. Certain components of the Solution include artificial intelligence functionalities ("**AI Tools**") based on large-scale language models. The AI Tools do not use or store any personal information, and no training is performed on Customer Data (as defined below). Customer retains sole control over, and responsibility for, the use of the AI Tools and any content or output generated therefrom ("**AI Output**"). Customer Admin may discontinue use of the AI Tools at any time. Customer is solely responsible for reviewing and validating all AI Output and for determining its suitability for Customer's intended use. In using the AI Tools or any AI Output, Customer shall not violate any applicable law, infringe any third-party rights, or breach these Terms or any other applicable terms. All AI Output shall be owned solely by Customer. The AI Tools are provided solely as a decision-support tool and not as a substitute for professional judgment or independent verification. AI Output may be inaccurate, incomplete, or misleading. Customer acknowledges and agrees that use of the AI Tools and any AI Output is at Customer's sole risk, and Finout disclaims all representations, warranties, and liabilities arising from or relating to Customer's use of or reliance upon the AI Tools or AI Output.

1.5. Beta Features From time to time, Finout may make certain services, features, or functionality available to Customer on a preview, beta, or early-access basis ("**Beta Features**"). Finout may make Beta Features available for evaluation and testing purposes at no additional charge or as otherwise specified in the applicable Order Form. Customer acknowledges and agrees that Beta Features are made available for testing and evaluation only and are not generally available or supported products. Finout may modify, suspend, or discontinue Beta Features at any time without notice and without liability. Beta Features are provided "As Is," "As Available," and without any representations or warranties of any kind, whether express, implied, statutory, or otherwise. Finout specifically disclaims all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement, with respect to Beta Features. Customer acknowledges that Beta Features may contain bugs, errors, or other defects, and that use of Beta Features is at Customer's sole risk. Customer is solely responsible for backing up any data and for any damages or losses that may result from use of the Beta Features. Beta Features are not subject to any service level agreements, uptime commitments, support obligations, warranties, or indemnities applicable to the Services, unless otherwise expressly stated in writing by Finout.

2. Registration and User Account

2.1. Account Registration. In order to use the Services, the Customer must register and open an account as directed by Finout ("**Customer Account**"). To complete your Customer Account registration, we will require certain information, including your name, e-mail and created password. Registration may be performed in several manners which Finout may make available, including through certain credentials. We may allow Customer Admin and/or other End Users to invite other End Users to join the Customer Account as End Users associated with the Customer Account. A person receiving such an invite from Finout may choose to join the Customer Account, or if such person is not yet a registered End User, such person will be required to first register to the Solution and open an End User account ("**End User Account**"). The term "Customer Account" will refer to the Customer Account and/or the End User Account, as the case may be. The Solution shall be used solely by employees,

contractors, or other representatives of Customer, and Customer shall cause all End Users to comply with Customer's obligations under these Terms.

2.2. Customers Admin Permissions. A Customer Admin holds and may, to the extent enabled by Finout, delegate different roles and permissions, if and as enabled by Finout through the Services, to End Users, such as without limitation, to designate other End Users as Customer Admin, allowing certain view, edit and configuration permissions, access to certain information and analysis using the Services, etc. all according to the permissions made available by Finout from time to time. Customer and Customer Admin are solely responsible for any determinations made to designate or not to designate any End User as having or not having any given Finout-enabled roles or permissions.

2.3. Account Security. You are responsible for maintaining the confidentiality of your Customer Account login credentials and for all activities under such Customer Accounts. You agree not to disclose your login credentials to any third party, and you are responsible for any use or misuse performed through your Customer Account (including by any third party if you do choose to disclose these credentials). We reserve the right to terminate or suspend your Customer Account if we determine that you, any End User or anyone on your behalf is abusing the Customer Account (including through excessive or disproportionate use of the Solution or Services) or in the event such suspension is required to limit or prevent damages that may result from a violation of these Terms, the law or any other legal requirement; provided that Finout shall provide you with reasonable advance notice of any such suspension (except where immediate suspension is necessary to prevent imminent harm) and shall promptly restore access once the issue is resolved.

2.4. Finout Demo. We may make available on the Website or through other means certain demonstrations of the Services ("**Demos**") and/or allow you to register for a free or paid trial of the Services and Solution ("**Trial**"). These Terms govern any Demos and Trials and any use thereof and are made part of the Services, as applicable. You acknowledge that we may, in our sole discretion and at any time(s), add, remove, discontinue, edit or otherwise change any part of the Demos or Trials (either prospective or ongoing) and the Services made available under such Demos or Trials, without notice, and delete any Customer Data provided in the scope of such Demos and Trials.

2.5. User Updates. If you wish to modify your Customer Account information or terminate your Customer Account, you may do so by contacting Finout support, which is available at **support@finout.io**. Your Customer Account will be terminated within a reasonable time following your request and in accordance with the Privacy Policy, and from that date, you will no longer be able to access your Customer Account, and the permissions, rights and licenses granted to you under these Terms shall terminate.

TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS AND/OR UNAVAILABILITY OF DATA, CONTENT, FEATURES, OR CAPACITY CONCERNING YOUR CUSTOMER ACCOUNT. FINOUT SHALL NOT BE LIABLE IN ANY WAY FOR SUCH UNAVAILABILITY AND/OR LOSS.

3. Order Form; Fees; Term and Termination

3.1. Order Form. We may require you to execute a Purchase Order to allow you access or to subscribe to the Services ("**Order Form**"). An Order Form may specify and include, among others, the fees payable in consideration for your access to and use of the Services ("**Fees**"), the scope of the Services, subscription plan and term ("**Subscription Term**"), termination rights, and additional payment and billing terms. An Order Form may be executed in various ways (as Finout may make it available from time to time at its discretion), including by clicking-accepting an Order Form displayed through the Website or otherwise in an online form or by mutual acceptance in writing. If Customer wishes to extend the Subscription Term or increase its scope, purchase of additional Subscription Terms and/or capacity will be required.

3.2. Payment of Fees. We may allow several means of payment, such as bank transfer, ACH or payment through a third party marketplace ("**Marketplace**"). If you choose to proceed with a marketplace, then you: (i) agree to review and be bound by the relevant Marketplace' terms of use and privacy policy; (ii) acknowledge that you may need to hold, or register, an active account at such Marketplace' in order to complete a purchase and (iii) acknowledge that confirmation or rejection of your payment is not performed by Finout. We are not responsible or liable for any activities or conduct of any Marketplace', and you agree to hold us harmless and expressly release us

from any and all liability arising from or in connection with any payment activity performed on our Services.

3.3. Unless otherwise agreed between the Parties in an Order Form all Fees shall be paid to Finout in advance of the provision of the relevant Services, together with any applicable VAT or sales taxes, and all payments shall be made in United States Dollars and all Fees, Order Forms and Subscriptions are final and non-cancellable, may not be cancelled or terminated for convenience by User or Customer, and the sums paid are non-refundable, except in the case of termination by Customer for Finout's material uncured breach or if provided otherwise in these Terms, in which case Customer shall be entitled to a pro-rated refund of prepaid Fees for Services not rendered as of the termination date.

3.4. **Taxes.** Customer is responsible for payment of any taxes resulting from the payment to Finout hereunder, except for Finout's income tax that is charged directly from Finout.

3.5. **Late Payment.** Any amount not paid by Customer when due shall accrue interest at a rate of 1.5% per month (or, if lower, the maximum rate permitted under applicable law), calculated from the original due date until the date of actual payment, without derogating from any of Finout's other rights and remedies under these Terms or at law.

3.6. **Suspension.** Without derogating from any other right or remedy available to Finout under these Terms or at law, Finout shall be entitled, upon prior written notice to Customer, to suspend Customer's access to the Solution and/or the provision of the Services if, following such notice, Customer fails to remedy the applicable failure within fourteen (14) days, where such failure consists of: (i) any Fees due and payable by Customer remain unpaid after their due date; (ii) Customer fails to enter into a new, updated, or renewal Order Form required for continued use of the Solution; or (iii) Customer otherwise fails to comply with any payment-related or contracting obligation of a similar nature under these Terms. Any such suspension shall continue until the applicable failure has been fully remedied, and Finout shall have no liability whatsoever to Customer, its End Users, or any third party for any suspension effected in accordance with this Section.

3.7. **Term; Renewal.** These Terms shall enter into effect upon the effective date of the first Order Form and, unless terminated earlier in accordance with these Terms or any terms of termination expressly set forth in the Order Form,

shall continue until the expiration of all Subscription Terms set forth in the applicable Order Form(s) ("**Initial Term**"). Upon the expiration of the Initial Term, the Subscription shall automatically renew for successive one-year periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term.

3.8. Renewal Fee. The renewal fee for any Renewal Term will reflect a 5% increase for the applicable Spend Tier and Year as set forth and defined in the Order Form.

3.9. Termination. Either Party may terminate these Terms and any applicable Order Form if the other Party materially breaches these Terms, and such breach is not cured within fourteen (14) days of the receipt of the non-breaching Party's written notice of such breach.

3.10. Effect of Termination. (a) The termination or expiration of any Order Form or statement of work ("**SOW**") shall not, in and of itself, terminate these Terms or any other Order Form or SOW then in effect, each of which shall continue in full force and effect in accordance with its terms; (b) Sections 3.5, 3.9, 3.10, 4, 5, 6, 9, 10, 11 and 13, as well as any other provision of these Terms which by its nature is to be performed or enforced following any termination of these Terms, will survive termination; and (c) upon termination or expiration of these Terms and/or the applicable Order Form, Customer must immediately cease using the Solution and the Services, and either Party shall promptly return to the other Party or, if return of material is not feasible, purge its systems from any Confidential Information of the other Party that it holds or has access to, and certify the same in writing.

3.11. Non-Renewal. If the Subscription is not renewed prior to the expiration of the then-current term, Finout shall have the right, effective immediately upon such expiration and without further notice, to suspend or terminate Customer's access to the Solution and Services and to delete all data in its possession or control within thirty (30) days following such expiration.

4. Intellectual Property Rights; License

4.1. Finout Intellectual Property. Any proprietary and intellectual property rights, title and interest in and to the Services, Solution and the Website including any content thereof, such as logos, graphics, icons, images, as well

as the selection, assembly and arrangement thereof (the "**Content**") and related materials, Finout's trademarks, trade names, copyrightable materials, designs, "look and feel," all whether or not registered and/or capable of being registered, and any and all Feedback as defined herein (Collectively, the **"Finout Properties**"), are exclusively owned by and/or licensed to Finout or its affiliates or licensors and are subject to copyright and other applicable intellectual property rights under Federal and state laws including United States law, Israeli law, foreign laws and international conventions.

4.2. Your Use Rights. Subject to (i) your payment of the Fees set forth in the applicable Order Form (where applicable), and (ii) your continued compliance with these Terms, and unless otherwise agreed in writing between you and Finout, Finout grants you a limited, worldwide, non-exclusive, non-assignable, not-tradeable, non-sublicensable, revocable, license, to access and use the Website and where you have purchased a subscription to use and access the Solution ("**Subscription**") or otherwise if you have registered for a Trial or Demo, to use the Solution in the scope and during the serm of such Subscription, Trial or Demo, all solely for Customer's internal business purposes, in accordance with these Terms. Except as stated above, no other rights in or to the Solution or the Services are granted, and Finout reserves all other rights thereto. As between Customer and Finout, Customer retains all rights, title and interest in and to Customer Data and has all required consents, licenses and assurances for the transfer of the Customer Data to Finout for the purposes of providing the Services and/or as permitted or referenced under these Terms.

4.3. Use Restrictions. You may not and you shall not permit any person, and/or any third party to (i) copy, modify, distribute, publicly display, transfer or create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile, disassemble or reproduce the Website and/or the Solution, or any parts thereof, for any purpose, (ii) remove or delete any and all proprietary rights indicators of Finout contained in or accompanying the Website and/or the Services, (iii) create a browser or border environment around the Website, Solution, or Services, link, including in-line linking, to elements on the Website, Solution or Services in a way that bypasses the main interface or makes it seem like you're the Solution or Services, such as images, posters and videos, and/or frame or mirror any part thereof or use the Services as a services bureau or otherwise to provide services which are

in essence similar to the Services to third parties; (iv) transmit, distribute, display or otherwise make available through or in connection with the Services any content, including any Customer Data (as defined below), in a manner which infringes third party rights, including intellectual property rights and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with use of the Services any malware or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Services, or the servers or networks that host them or make the Services available, including using the Solution or Services in a way materially excessive or disproportionate to typical use by similarly situated customers; (vii) use the Services for and/or in connection with any illegal conduct and/or any form of spam, unsolicited mail or similar conduct; (viii) access and/or use any Services and/or the Content in order to build a competitive product or service; (ix) publish or disclose to any third party any technical features, quality, performance or benchmark test, or comparative analyses relating to the Services; (x) bypass any measures which are used to prevent, control or restrict access to the Services and/or certain functionalities therein; (xi) infringe or violate any of the terms and conditions of this Agreement. You hereby agree that upon Finout's request, you will immediately return and purge from your systems all materials and copies of the same, collected, created or used in breach of these Terms.

4.4. Feedback. In the event that Users provide Finout with any suggestions, comments or other feedback relating to Finout's Services ("**Feedback**"), such Feedback is provided 'As Is' and is and will be deemed as the sole and exclusive property of Finout and you hereby irrevocably assign to Finout all of your rights, title and interest in and to all Feedback, if any, and waive any moral rights you may have in such Feedback. Customer shall have no obligation to provide any Feedback. Nothing in this Section 4.4 shall grant Finout any ownership or other rights in Customer Data or Customer Confidential Information included in or referenced by the Feedback, all of which shall remain the property of Customer. Without derogating from the foregoing, you hereby represent and warrant that you shall not provide any Feedback that is subject to any third-party rights or any limitations or which

you are otherwise precluded from providing to Finout and shall promptly inform Finout as soon as you become aware of any third-party right or limitation which may apply to Feedback already provided by you.

4.5. Third Party Components. The Services may use or include third-party software, files and components subject to open source and third-party license terms ("**Third-Party Components**"). Your right to use such Third Party Components as part of, or in connection with, the Services is subject to any applicable acknowledgements and license terms accompanying such Third Party Components contained therein or related to it. If there is a conflict between the licensing terms of such Third-Party Components and these Terms, the licensing terms of the Third-Party Components shall prevail only in connection with the related Third-Party Components. You acknowledge and agree that Finout may engage third-party service providers to provide the Services and/or otherwise facilitate the Solution. Finout shall remain responsible for the performance of the Services and the Solution, including any Third-Party Components utilized therein, to the same extent as if such Services were performed directly by Finout. Under no circumstances shall the Services or any portion thereof (except for the Third Party Components contained therein) be deemed to be "open source" or "publicly available" software.

4.6. Documentation. Finout may make instructions, user guides, manuals and release notes that describe the operation, use or functionality of the Solution, including any such materials provided or made available on the Website ("**Documentation**"), available to Customer for Customer's internal use of the Solution during the Subscription Term. Customer may print or copy the Documentation as needed for such internal use, provided that all copyright notices are included therein and no changes or derivatives are made thereto. The Documentation shall be considered Finout's Confidential Information and part of the Finout Properties. Unless the Documentation is separately referred to herein, all references in these Terms to the Solution shall include the Documentation.

5. Confidentiality

Either party ("**Disclosing Party**") may disclose or make available to the other party ("**Receiving Party**") certain information regarding its technology,

operations and business, whether disclosed orally, in writing, electronically, or in any other form, and whether or not marked as confidential, that is reasonably understood to be confidential given the nature of the information and the circumstances of disclosure ("**Confidential Information**"). The receiving Party agrees to use at least the same degree of care that it uses to protect its own confidential information of like nature, but in no event less than a reasonable degree of care, to protect the confidentiality and not disclose the Confidential Information to any third party or use any Confidential Information except as required to provide or use the Services or the Solution in the scope of the parties' engagement hereunder. Confidential Information shall not include information that the Receiving Party can show by written evidence (a) was already lawfully known to or independently developed by the Receiving Party without access to or use of Confidential Information, (b) was received by the Receiving Party from any third party without restrictions, (c) is publicly and generally available through no fault or breach of the Receiving Party, free of confidentiality restrictions. The receiving Party shall not be prevented from disclosing Confidential Information pursuant to a binding court order or similar binding legal requirement for disclosure, provided that, unless otherwise prohibited by applicable law, the Receiving Party provides the Disclosing Party with prompt written notice of such requirement, cooperates in order to minimize such requirement, and limits disclosure to the minimum extent legally required; provided, further, that this sentence shall not apply to disclosures governed by any DPA between the Parties. Receiving Party shall restrict disclosure of Confidential Information to those of its employees, officers, directors, advisors, consultants, service providers, accountants, counsel, and agents with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein. The receiving Party shall, in any event, remain liable for any actions or omissions performed by its employees, officers, directors, advisors, consultants, accountants, counsel, agents and service providers, as if they were performed by the Receiving Party. Upon termination or expiration of this agreement for any reason or upon the Disclosing Party's written request, the Receiving Party shall return or permanently destroy all Confidential Information of the Disclosing Party in its possession.

Each Party acknowledges that any actual or threatened breach of this Section 5 may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy, and that the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and other equitable remedies from a court of competent jurisdiction, in addition to any other remedies available at law or in equity.

6. Our Privacy Policy; Customer Data

6.1. Finout Privacy Policy. We respect the privacy of our Users and are committed to protecting the personal information shared with us or that we collect in connection with the use of the Services. When using our Website, certain personal data may be collected, processed, stored, and analyzed. Such personal data may be obtained directly from Users, End Users or Customer Admins (as data subjects) or as part of the Customer Data provided by the Customer, all in accordance with our **Privacy Policy**. By accessing or using the Website, you agree to the **Privacy Policy**.

6.2. Compliance with Data Protection Laws. To the extent applicable, Finout and Customer shall comply with all privacy and data protection laws, including, without limitation, the European Union's General Data Protection Regulation (2016/679) ("**GDPR**"), and any other applicable laws and regulations relating to the processing of "Personally Identifiable Information" ("**PII**") (as such terms are defined in the GDPR) and privacy protection as amended from time to time that apply to them in connection with the Customer Data ("**Data Protection Laws**"). The Parties acknowledge that to the extent that the Customer Data includes PII ("**Customer Data PII**"), Finout shall be deemed a 'Data Processor' of Customer with respect to the processing by Finout of such Customer Data PII, and Customer shall be deemed a "Data Controller" (as such terms are defined by the GDPR) and where applicable, the Parties shall comply with the terms of our **Data Processing Addendum** which is incorporated into and form part of these Terms. Customer represents and warrants that it is legally authorized and, where applicable, has obtained all approvals and consents (including by providing the required notices to data subjects) as required for Customer to allow Finout to process the Customer Data PII in accordance herewith. Customer hereby agrees that Finout may retain the Customer Data PII for as long as Customer's account is

active or as otherwise needed to provide Customer with the Services contemplated hereunder and as permitted by applicable law. Finout may retain Customer Data PII even after Customer deactivates its account or ceases to use the Services, but only as reasonably necessary to comply with any of Finout's legal obligations, prevent fraud and abuse, enforce Finout's agreements and/or protect its legitimate interests.

6.3. Authorization to share Customer Data. You hereby represent and warrant that you have the full right, permissions, and consent to use and share any data and information you make available to Us through the Services including Customer Data PII ("**Customer Data**") under these Terms.

6.4. Information Security. Without limiting the foregoing, and in addition to its confidentiality obligations as otherwise set forth herein, Finout implements and maintains commercially reasonable technical, organizational, and administrative security measures, consistent with a recognized industry framework as further detailed in our Trust Center.

6.5. Use of Customer Data. You hereby grant Finout a non-exclusive, non-assignable, non-transferable license to use Customer Data you made available to us in the scope of your use or access to the Services (including for the collection storage, processing, analysis, display, transfer and creation of derivatives, thereof) solely for the purpose of providing the Services to Customer and to End Users with which your account is associated, as contemplated hereunder. Customer Data may be collected, processed and analyzed by Finout and/or its service providers (who shall be bound by confidentiality and data protection obligations no less protective than those set forth herein, and for whose acts and omissions Finout shall remain responsible) solely as necessary to provide the Services. Unless specifically authorized in these Terms or in writing by Customer, and then only to the extent so authorized, Finout shall use the Customer Data solely in connection with the provision of the Solution and/or the Services. Finout will store and maintain Customer Data for such period of time necessary for it to provide the Services to you or to Customer (as the case may be).

6.6. Anonymous Cumulative Information. Without derogating from the foregoing, you hereby grant Finout a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to use Customer Data PII that has been anonymized and that cannot be used to identify or otherwise understood to be related to Customer or any End User or third party, for the

sole purpose of our internal research or otherwise improving or enhancing the Services (or any part thereof).

6.7. Deletion of Customer Data. Upon termination of the Services, whether by Customer's request or at Finout's discretion and in accordance with these Terms, Customer shall have a period of thirty (30) days following the effective date of termination to retrieve or export its Customer Data. Upon Customer's request during such period, Finout shall provide Customer with a complete copy of all Customer Data at no additional cost. Following the expiration of such thirty (30)-day period, Finout will delete any and all information provided by the Customer and any analysis results or output provided by Finout to Customer as part of the Services.

7. Availability; Support

7.1. Availability. The Services' availability and functionality depend on various factors, such as communication networks, software, hardware, and Finout's service providers and contractors. The Services shall be provided and available in accordance with these Terms and the Service Availability Terms listed below as **Exhibit A**. Notwithstanding the foregoing, Finout does not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or will otherwise be error-free.

7.2. Support. Finout shall provide Customer with support and maintenance services as provided in the support terms attached to the applicable Order Form ("**Support Services**"). If Customer desires to receive additional support services that exceed the Support Services, such should be mutually agreed and stated in the applicable Order Form.

8. User Eligibility

8.1. You must be at least eighteen (18) years of age to use the Services. By using the Services and agreeing to these Terms, you represent and warrant to us: (i) that you are at least eighteen (18) years of age; or (ii) that you are the legal guardian of the User under the age of eighteen (18) and both you and the User have read and agreed to these Terms and approved of the User's continued use of the Services subject to these Terms; (iii) that you have not

previously been suspended or removed from the Services; and (iii) that your use of the Services is in compliance with any and all applicable laws and regulations.

8.2. Customer represents and warrants that none of Customer, its affiliates, its End Users, or any of their respective employees, officers, directors, agents or service providers is, or shall become, (a) a person or entity that is the target of, or owned or controlled by a target of, sanctions administered or enforced by any applicable governmental authority; or (b) located, organized or resident in, or using or accessing the Services from, a country, region or territory that is the subject of sanctions or embargoes under applicable law.

9. Disclaimer of Warranties

9.1. FINOUT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICES (OR ANY PART THEREOF). THE SERVICES INCLUDING WITHOUT LIMITATION ANY CONTENT, MATERIALS, DATA AND INFORMATION MADE AVAILABLE THEREHTROUGH OR RELATED THERETO, ARE PROVIDED ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, COMPATIBILITY WITH THIRD-PARTY HARDWARE OR SOFTWARE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE SOLUTION AND SERVICES INCLUDE OR RELY UPON A COMPLEX COMPUTER SOFTWARE THE PERFORMANCE OF WHICH WILL VARY INTER-ALIA DEPENDING ON THE CUSTOMER'S SOFTWARE INTERACTIONS, NETWORK, CONFIGURATION OF THE SOLUTION AND OTHER FACTORS WHICH ARE NOT CONTROLLED BY COMPANY; THE SOLUTION AND/OR SERVICES ARE NEITHER FAULT TOLERANT NOR FREE FROM ERRORS, CONFLICTS OR INTERRUPTIONS AND FINOUT DOES NOT WARRANT OR GUARANTEE THAT THE SOLUTION AND/OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOLUTION AND/OR SERVICES WILL OPERATE ERROR-FREE. FINOUT AND ITS AFFILIATES AND/OR ITS SUBSIDIARIES, INCLUDING ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, "**FINOUT AFFILIATES**"), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS,

LEGALITY, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION AVAILABLE, OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE SERVICES.

9.2. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, FINOUT DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, SOLUTION AND/OR WEBSITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICES AND/OR WEBSITE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE WEBSITE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

10. Indemnification

YOU RELEASE AND AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS FINOUT, OUR OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DAMAGES, LOSSES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF: (I) YOUR USE OF THE SOLUTION AND/OR SERVICES OTHER THAN AS PERMITTED UNDER THESE TERMS; (II) YOUR USE OF ANY OUTPUT PROVIDED VIA THE SOLUTION AND/OR AS PART OF THE PROVISION OF THE SERVICES; AND (III) YOUR BREACH OF ANY THIRD PARTY RIGHTS, YOUR REPRESENTATIONS, WARRANTIES OR OBLIGATIONS UNDER THESE TERMS. WE WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION, AND WE WILL ALLOW YOU TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER AS LONG AS YOU CONDUCT SUCH DEFENSE DILIGENTLY.

11. Limitation of Liability

11.1. EXCEPT WITH RESPECT TO DAMAGES ARISING FROM FINOUT'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, AND EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL FINOUT AND/OR ANY OF THE FINOUT AFFILIATES BE LIABLE FOR ANY INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICES, THE SOLUTION, USE OR INABILITY TO USE THE

SOLUTION AND/OR SERVICES, FAILURE OF THE SERVICES TO PERFORM AS EXPECTED, LOSS OF GOODWILL, LOSS OF DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF FINOUT TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF FINOUT BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY WEBSITES.

11.2. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, FINOUT IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICES OR ANY CONTENT, FINOUT'S LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO FINOUT UNDER APPLICABLE ORDER FORM DURING THE TWELVE 12 MONTHS PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. IN ANY CASE NO ACTION MAY BE BROUGHT BY YOU IN CONNECTION WITH THE SERVICES MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

11.3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 11 SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR FINOUT'S PROVISION OF THE SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF FINOUT AND/OR ANY FINOUT AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. EACH PARTY FURTHER ACKNOWLEDGES AND AGREES THAT THE LIABILITY CAP SET FORTH IN THIS SECTION 11 IS REASONABLE.

12. Amendments to these Terms

Finout may change these Terms occasionally, at its sole discretion and without any notice. We will notify you regarding substantial changes to these Terms on the Services homepage and/or we will send you notifications regarding such changes to the e-mail address available in your Customer Account information or within the Solution. Such substantial changes will take effect seven (7) days after such notice. Otherwise, all other changes to these

Terms are effective as of the stated “Last Revised” date, and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

13. General

13.1. Relationship of the Parties. The Parties’ relationship is of independent contractors. These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Neither Party shall have any authority to bind the other Party or to assume or create any obligation on behalf of the other Party.

13.2. Governing Law and Jurisdiction. Any claim relating to the use of the Services and under these Terms will be governed by and interpreted (i) when the contracting entity is Finout Inc., according to the laws of the State of New York, without regard to conflict of law provisions, and the state courts located in the State of New York shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and/or the Services; or (ii) when is the contracting entity is Finout Ltd., the laws of the State of Israel without regard to the conflicts of law’s provisions, and the Courts located in Tel-Aviv-Jaffa, Israel, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and/or the Services. Any dispute arising from or related to your use of the Services will be brought in, and you hereby consent to the exclusive jurisdiction and venue in the competent courts as set above. The Parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms.

13.3. Assignment. You may not assign, sublicense, or otherwise transfer any or all of your rights or obligations under these Terms without Finout's prior express written consent. Finout may assign our rights and/or obligations hereunder and/or transfer ownership rights in the Solution and Services (or any part thereof) to a third party without your consent or providing any prior notice.

13.4. Severability. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed

severable from these Terms and will not affect the validity and enforceability of any remaining provision.

13.5. No Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that or any other right. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver must be in writing and signed by the waiving party.

13.6. Without limitation, you agree that a printed version of these Terms and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

13.7. Entire Agreement. These Terms, including any Order Forms or SOWs issued and executed hereunder, constitute the entire agreement between the Parties and supersede all previous agreements or representations, written or oral, with respect to the subject matter hereof, subject to the precedence of any separate written agreement as set forth above.

13.8. Publicity. Either Party may reasonably display the other Party's name, trademarks or logo on its website or other social media platforms. In addition, Finout shall be entitled to add Customer's logo and name to its marketing materials and other promotional platforms. During the first year of the Term, Customer agrees to participate in a case study with Finout and further create a public success story following a successful deployment of the Services 90 days after the effective date of the Order Form.

13.9. Force Majeure. Neither Party shall be liable for any delay or failure to perform any non-monetary obligation under these Terms to the extent such delay or failure is caused by events beyond such Party's reasonable control, including without limitation natural disasters, epidemics or pandemics, labor disputes or strikes, utility or telecommunications failures, governmental actions or orders, acts of terrorism or war ("**Force Majeure Event**"). For the avoidance of doubt, a Force Majeure Event shall not excuse either Party's obligation to make payments due hereunder. The affected Party shall provide written notice to the other Party no later than ten (10) calendar days after the occurrence of the Force Majeure Event, describing the nature and expected duration thereof.

14. Contact Us

If you wish to receive more information on these Terms, please contact us at **support@finout.io**.

Exhibit A

Service Availability Terms

1. Definitions

1.1. "Downtime Event" means any period during which the Solution is unavailable to the Customer, as measured and determined by Finout based on its servers, excluding an Excluded Event (defined below).

1.2. "Downtime Period" means the number of minutes in a calendar month during which the Solution is unavailable to the Customer due to Downtime Event(s).

1.3. "Availability" means the total number of minutes in a calendar month minus the Downtime Period, divided by the total number of minutes in a calendar month and multiplied by 100.

2. Subject to Customer's compliance with the Terms, including timely payment of all applicable Fees due and payable to Finout for the duration of the Subscription Term, Finout will provide Customer with access to the Solution on a twenty-four hour, seven days a week (24x7) basis with Availability of no less than 98% in each calendar month ("**Solution Availability**"). The Solution Availability shall commence on the Effective Date of the Order Form.

3. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CASE OF BREACH BY FINOUT OF ITS SOLUTION AVAILABILITY OBLIGATIONS UNDER THESE TERMS SHALL BE FINOUT'S USE OF REASONABLE EFFORT TO RESOLVE CRITICAL BUGS CAUSING SUCH BREACH.

4. **Excluded Event.** A Section 2 above does not apply to, any unavailability that: (i) is a planned downtime for periodic upgrades or maintenance, of which Finout has notified Customer in advance; (ii) consists of time spent awaiting information from Customer, or awaiting Customer's confirmation that the Solution has been restored; (iii) is caused by factors beyond Finout's reasonable control, including a broad outage of a cloud service provider (e.g., AWS) or of a WAF service (e.g., CloudFront); (iv) results from Customer's own software or hardware, or from Customer's management or misuse of the Solution or the Services; (v) results from abuse or other conduct by Customer, or by an unrelated third party, that violates the Terms; or (vi) is otherwise expressly excluded under these Service Availability Terms (each, an "**Excluded Event**").