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5.1. The Parties will comply at all times with any and all applicable privacy and data protection laws and regulations, for allowing Veriti to use and process the data in accord-ance with this Agreement, for the provision of the Soft-ware and the performance of this Agreement.

5.2. To the extent that Licensee needs a data processing agreement ("**DPA**"), Licensee shall request to oren@veriti.ai for Veriti's DPA and shall return it signed to Veriti as described therein.

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

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of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that it notifies the disclosing Party of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

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(ii) Licensee shall immediately delete and dispose of all copies of the Documentation in Licensee's or any of its representatives' possession or control; (iii) Veriti may delete all customer data uploaded on the Software without affecting any of Veriti's rights to the Analytics Information; and (iv) any sums paid by Licensee until the date of termination are non-refundable. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of lability) shall so survive. If applicable, Licensee shall be responsible to download its data from the Software prior to termination of this Agreement.

13. Customer Reference. Licensee hereby agrees that Veriti may use Licensee's name and logo to identify Licensee as a customer of Veriti or user of the Software, on Veriti's web.

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