

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCESSING AND/OR USING THE PLATFORM.

By clicking the “accept” or “ok” button, or installing and/or using the Platform (as defined below) you (the “Customer” or “you”) expressly acknowledge and agree that you are entering into a legal agreement with **Arato Software LTD**, having its principal place of business at 41 Gershon Shatz, Tel Aviv, Israel (the “Company”, or “Arato”), and you have understood and agree to comply with, and be legally bound by, the terms and conditions of this Software as a Service Agreement (“**Agreement**”). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not download, install or use the Platform. Customer and Company may each be referred to hereunder as a “**Party**” and collectively, the “**Parties**”. Customer may use Company’s Platform (as defined below) subject to the terms below.

1. **Subscription.** Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right and license to install, remotely access (i.e. on software as a service basis) and/or use (as the case may be) the Company’s enterprise software platform for generative AI, aimed at empowering businesses to leverage the power of artificial intelligence (the “**Platform**”) during the Term (as defined below), solely for Customer’s internal business purposes. Unless otherwise indicated, the term “**Platform**” also includes any appliance and any manual or documentation (“**Documentation**”) provided or made available to Customer in connection with the operation of the Platform. Customer may only use the Platform in accordance with the Documentation, subject to the term of this Agreement and any additional order form executed between the Parties and applicable laws and regulations. Customer shall be solely responsible for providing all equipment, systems, assets, access, third party licenses and ancillary goods and services needed to access and/or use the Platform, for ensuring their compatibility with the Platform.
2. **Services.** Company shall provide reasonable support and maintenance services as set out in this Agreement. The Platform and any services provided by Company shall be referred to as the “**Services**”. The Platform may be accessed solely by Customer’s employees who are explicitly authorized by Customer to access and use the Platform (each, a “**User**”). Customer shall immediately report any unauthorized access or use of the Platform to Company. In order to access the Platform, Customer and/or its Users may be required to set up an administrative account with Company (“**Account**”). Customer warrants and represents that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities of its Users and all activities that occur under or in its Account. The platform may be accessed by Customer and it’s Users through the use of a unique access code provided by Company or by uploading files to the Platform. Customer acknowledges that access methods and requirements may be updated or modified at Company’s discretion. Customer may request suggestions for improving data inputs or other instructions and contents fed into the Platform, however such requests must be submitted exclusively through the Customer’s Account.
3. **Fees and Payment Terms.** Customer shall pay Company the fees set forth in the applicable order form or as otherwise agreed in writing between the Parties (“**Fees**”). Unless otherwise specified, all Fees are due and payable within thirty (30) days of the invoice date. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding taxes based solely on Company’s income. Late payments may accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower. All payments shall be made in the currency specified in the order form. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and all amounts paid are non-refundable.
4. **Design Partnership.** In consideration for the use of the Services by Customer, Customer hereby agrees to the following:
 - 4.1 **Marketing.** Customer undertakes not to list the Company as a client, partner or user of the Company without the Company’s prior written consent.
 - 4.2 Customer shall provide Company with ongoing input, reports, feedback and/or recommendations (which may include but not be limited to questions, comments, suggestions, proposals, ideas, recommendations or the like) in connection with the Services, including but not limited to new features, tools, test results, functionalities, techniques, business methods or any other ideas about the performance of the Platform and/or possible creation, modification, correction, improvement or enhancement of the Services (collectively, “**Feedback**”). The Parties acknowledge that Company may monitor the performance of the Services to facilitate improvements and updates. Customer shall report errors in the Services and provide its Feedback regarding the Services to Company, to facilitate ongoing improvements. Customer acknowledges that all rights, including intellectual property rights in such Feedback shall belong exclusively to Company, and that all Feedback shall be considered Company’s Confidential Information (as defined below) and shall be deemed the exclusive property of Company. Customer hereby irrevocably

and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

5. **Prohibited Uses.** Except as specifically permitted herein, Customer must not, and shall not allow any User or any third party to, directly or indirectly: (i) copy, frame, mirror, modify, create derivative works of, make available or distribute, publically perform, or display any part of the Platform or use the Platform to develop any service that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Customer's rights under this Agreement with any third party (including but not limited to offering the Platform as part of a time-sharing, outsourcing or service bureau environment); (iii) disclose the results of any testing or benchmarking of the Platform to any third party; (iv) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Platform's source code or non-literal aspects; (v) remove or alter any trademarks or other proprietary right notices displayed on or in the Platform; (vi) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations; (vii) export, make available or use the Platform in any manner prohibited by applicable laws; and/or (viii) store or transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, robots, malware, spyware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Platform.
6. **Mutual 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.
7. **Intellectual Property Rights.**
 - 7.1 The Platform is Company's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Platform (and any and all improvements, modifications and derivative works thereof) and any other deliverables or services provided by Company, are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in or to the Platform other than a limited right to use the Platform in accordance herewith. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.
 - 7.2 As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data provided by Customer or uploaded to the Platform by Customer, including Input Data as well as the Output Data created by the Platform ("**Customer Data**"). "**Input Data**" means any input and queries to the Platform and/or any data, information and materials provided by Customer or its permitted Users or anyone on their behalf, to the Platform for the purpose of, and in connection with, using the Services. "**Output Data**" means any data, insights and information that are generated by a Model or that is made available to Customer via the Service, such as predictions, suggestion for improving, developing or monitoring Customer's applications. "**Model**" means any AI algorithm (or a set of algorithms) model included, provided and/or created by the Services that generates Output Data. Customer hereby grants Company and its affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data for Company's provision of the Services and for the development and improvement of the Services. Company may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, store, transfer, and/or process the Customer Data through Company's affiliates, subsidiaries, third party service providers and vendors as reasonably necessary to provide.
 - 7.3 Any anonymous information, which is derived from the use of the Services (*i.e.*, metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use of the Platform) which is not personally identifiable information and which does not identify Customer ("**Analytics Information**") may be used for, without limitation, providing the Service, for development, publication and/or for statistical purposes. Such Analytics Information is Company's exclusive property.
8. **Third Party Components and Platforms.**
 - 8.1 **Third Party Components.** The Services may use or include third party open-source software, files, libraries or components that may be distributed to Customer and are subject to third party open-source license terms. A list of such components shall be made available to Customer upon request and may be updated from time to time by Company. If there is a conflict between any open-source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third party open source software.
 - 8.2 **Third Party Platforms.** As part of the Services, Customer may be able to view, access, link to, and/or use third party platforms and/or services., including without limitation, artificial intelligence platforms and/or software (collectively "**Third Party Platforms**"). Company is not responsible for the practices or the content of such Third Party Platform. For the avoidance of doubt, once Customer requests Company to enable

and allow the connection or integration with a Third Party Platforms, or access to such Third Party Platforms, it is hereby agreed such action and/or request is instructed to do so under this Agreement and/or the DPA, if applicable. Customer hereby agrees and acknowledges that: (a) Company has no control over such Third Party Platforms; (b) Company does not assume any responsibility for the content, output, terms of use, policies, actions or practices of any Third Party Platforms, including, without limitation, any use and/or processing of Customer Data by such Third Party Platforms, and such processing will be performed subject to such Third Party Platforms terms and conditions; (c) Company expressly disclaims all warranties regarding, the accuracy, appropriateness, usefulness, safety, infringement, or intellectual property rights of, or relating to, such Third Party Platforms; (d) Customer is solely responsible and liable for Customers' interaction and integration with such Third Party Platforms, including without limitation by executing the relevant contractual documents to this effect; and (e) Customer agrees to waive, and hereby waives, any legal or equitable rights or remedies regarding the foregoing. Customer acknowledge that the Customer Data will be stored and processed by the Third Party Platforms as described in Third Party Platforms' legal agreements. Customer is responsible for any Customer Data it chooses to share with Third Party Platforms, including without limitation: (a) ensuring that Customer does not share any confidential information, intellectual property or software code, personal information, trade secrets, sensitive information, health data, customer data, passwords, or encryption keys with Third Party Platforms, unless it has fully understood and agreed to what such Third Party Platforms will do with it; and (b) ensuring that Customer Data is not misleading, defamatory, discriminatory, infringing or illegal. Company encourages Customer to read and understand the terms and conditions and privacy policies of each Third Party Platform, and to seek legal advise if and as may be needed.

9. **Confidentiality.** Each Party may have access to certain non-public information and materials of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving Party's obligations with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, 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 are bound by a duty of confidentiality to the receiving Party at least as restrictive as the terms set forth herein; in any event, the receiving Party shall remain liable for any acts or omissions of such persons. The receiving Party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

10. **Personal Data.**

10.1 Customer hereby warrants and represents that it will (a) provide all appropriate notices, (b) obtain all required informed consents and/or have any and all ongoing legal bases, and (c) comply at all times with any and all applicable privacy and data protection laws and regulations, for allowing Company to use and process personal data in accordance with this Agreement.

10.2 To the extent that Customer needs a data processing agreement ("**DPA**"), Customer shall send a request to dpo@arato.ai for Company's DPA and shall return it signed to Company as described therein.

11. **DISCLAIMER OF WARRANTIES.**

11.1 Company represents and warrants that, under normal authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service. The warranty set forth herein shall not apply if the failure of the Services results from or is otherwise attributable to: (i) repair, maintenance or modification of the Services by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Services; (iii) use of the Service other than in accordance with the Documentation; or (iv) the combination of the Service with software not authorized or provided by Company.

11.2 THE PLATFORM UTILIZES ARTIFICIAL INTELLIGENCE (AI) SYSTEMS, WHICH ARE INHERENTLY COMPLEX AND MAY PRODUCE RESULTS THAT ARE UNPREDICTABLE, ERRONEOUS, OR INCONSISTENT. CUSTOMER ACKNOWLEDGES THAT AI SYSTEMS RELY ON

ALGORITHMS AND DATA INPUTS WHICH MAY NOT ALWAYS YIELD ACCURATE OR INTENDED OUTCOMES, AND THAT, GIVEN THE NATURE OF ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING, USE OF THE SERVICES MAY IN SOME SITUATIONS RESULT IN INCORRECT OUTPUT DATA AND/OR THE OUTPUT DATA MAY NOT BE UNIQUE ACROSS USERS AND THE SERVICES MAY GENERATE THE SAME OR SIMILAR OUTPUT DATA FOR DIFFERENT USERS OF THE SERVICES.

- 11.3 CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR EVALUATING AND VERIFYING (INCLUDING WITHOUT LIMITATION BY HUMAN REVIEW) THE OUTPUT DATA AS BEING SUITABLE AND APPROPRIATE FOR CUSTOMER'S USE. CUSTOMER SHALL NOT ENGAGE IN ANY AUTOMATIC DECISION-MAKING (INCLUDING, WITHOUT LIMITATION, PROFILING), OR RELY UPON OUTPUT DATA IN ISOLATION TO MAKE A DECISION, RELATING TO ANY PERSON, WHICH HAS A LEGAL EFFECT OR A SIMILARLY SIGNIFICANT EFFECT ON THAT PERSON. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY USE OF OUTPUTS FROM THE SERVICES IS AT CUSTOMERS' SOLE RISK AND CUSTOMER WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE, ACCURACY, OR RELIABILITY OF THE AI SYSTEMS OR THE OUTPUT DATA.
- 11.4 OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE OUTPUT DATA, PLATFORM, SERVICES AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE PLATFORM AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE PLATFORM WILL OPERATE UNINTERRUPTED, ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. EXCEPT AS SET FORTH IN SECTION 6, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
12. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS; (I) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; (II) EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) 1,000 U.S\$ (ONE THOUSAND U.S DOLLARS). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
13. **Term and Termination.**
- 13.1 This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect until terminated as set out in this Agreement. Either Party may terminate this Agreement at any time upon thirty (30) days prior notice to the other Party.
- 13.2 Upon termination or expiration of this Agreement: (i) the Platform license and access right granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use thereof; and (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer's or any of its representatives' possession or control. The provisions of this Agreement (including its exhibits) that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including but not limited to Sections 7, 8, 9, 10, 11, 12 and 14 hereof. The termination of this Agreement shall not limit Company from pursuing any other remedies available to it under applicable law.
14. **Miscellaneous.** This Agreement, and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces and supersedes all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except by Company in connection with a merger, consolidation, sale of all of the equity interests of the Company, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of the city of Tel Aviv-Jaffa shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. This Agreement does not, and shall not be construed to create any

relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

Last updated: June 30, 2025