

Evolution Service Agreement

THIS SERVICE AGREEMENT (“**AGREEMENT**”) GOVERNS CUSTOMER’S USE OF EVOLUTION’S SOFTWARE AS A SERVICE PLATFORM THAT OPTIMIZES AI MODELS TO ADDRESS COMPLEX DATA SCIENCE AND MACHINE LEARNING PROBLEMS (“**SERVICE**”). CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN EVOLUTION INC. (“**EVOLUTION**”) AND THE INDIVIDUAL OR THE LEGAL ENTITY REPRESENTED BY THE INDIVIDUAL, THAT SHALL USE THE SERVICE (“**CUSTOMER**”).

CUSTOMER UNDERSTANDS THAT BY CLICKING THE “I AGREE” BUTTON, CUSTOMER IS EXECUTING (I) THIS AGREEMENT; AND (II) THE ORDER FORM (EXCEPT FOR EVALUATION), AGREEING TO BE BOUND BY THEIR TERMS AND WAIVING ANY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO ANY CLAIM CONCERNING THE ENFORCEABILITY OR VALIDITY OF THE AGREEMENT AND THE ORDER FORM.

IF CUSTOMER ACCEPTS THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CUSTOMER REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH LEGAL ENTITY. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE IN ANY WAY.

1. Definitions

- 1.1. “**Order Form**” means the order form that Evolution provided to Customer or any proposal document that Customer has received from Evolution specifying, among others, the Customer’s details, the duration of the provision of the Service to Customer, the fees and payment plan applicable to this Agreement, the usage parameters and the capacity limitations for the Customer’s use of the Service. Such Order Form shall be incorporated by reference into this Agreement.
- 1.2. “**Evaluation**” means any Service that Evolution offers for Customer’s internal testing and trial purposes.
- 1.3. “**Feedback**” means information or content concerning enhancements, changes, or additions to the Service or other Evolution offerings, that are requested, desired or suggested by the Customer or its Users.
- 1.4. “**Customer Data**” means the data and content that the Customer feeds into the Service.
- 1.5. “**Output Data**” means the various models, information, and data that the Service generates, provides or make available to Customer based on the Customer Data.
- 1.6. “**Service Data**” means meta-data and analytics about how the Customer uses the Service, the performance of the Service when use by the Customer, and the Service’s compatibility and interoperability. Service Data expressly excludes Customer Data and Output Data.
- 1.7. “**Term**” means the period of this Agreement as specified in Section 13 below.
- 1.8. “**Users**” means those employees, consultants and others that Customer designates and authorizes to use and deal with the Service.
- 1.9. “**AI Model**” means a program that detects specific patterns using data sets to draw conclusions.

2. Access to Use the Service and the Output Data

- 2.1. Subject to the provisions of this Agreement, Evolution grants Customer through its Users, worldwide access to use the Service and Output Data, from the start date specified in the Order Form and throughout the Term, strictly for the Customer’s internal business operations, pursuant to the usage parameters, capacity limits and other metrics specified in the Order Form.
- 2.2. During the Term, Customer may change the usage parameters, capacity limits and other metrics applicable to its use of the Service by mutual written agreement (email being sufficient) with Evolution. Where such changes are agreed, they are incorporated by reference into the Order Form and apply

pursuant to the conditions mutually agreed to, including with respect to the new fees agreed to in light of the change.

- 2.3. Customer must ensure that Users fully comply with this Agreement. Customer shall be liable to Evolution for all acts or omissions of those that use and deal with the Service on its behalf, as though Customer had performed those acts or omissions.
- 2.4. The Customer and Evolution shall adhere to any other terms and conditions agreed to in under the Order Form.
- 2.5. Customer covenants that Customer and its Users will use the Service only in compliance with all applicable laws and regulations, this Agreement and any reasonable use policies or instructions issued by Evolution.
- 2.6. Customer and its Users are responsible for maintaining the confidentiality of their Service login credentials. Customer is solely responsible for any decision-making based on the Output Data, and for all consequences resulting therefrom.

3. Restrictions.

- 3.1. Customer and its Users shall not:
 - 3.1.1. Sublicense, transfer or assign the Service or any part thereof to any third party, with or without consideration;
 - 3.1.2. allow any third parties to use the Service;
 - 3.1.3. remove, or in any manner alter, any product identification, proprietary, trademark, copyright or other notices contained in the Service;
 - 3.1.4. knowingly interfere with, burden or disrupt the Service's functionality;
 - 3.1.5. work around any technical limitations of the Service, or use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
 - 3.1.6. breach the security of the Service, identify, probe or scan any security vulnerabilities in the Service other than such activities performed in mutual agreement with Evolution;
 - 3.1.7. knowingly send any virus, worm, Trojan horse or other malicious or harmful code or attachment;
 - 3.1.8. use robots, crawlers and similar applications to scrape, harvest, collect or compile content from or through the Service.
 - 3.1.9. Decompile, disassemble, reverse engineer, or otherwise attempt to identify the underlying source code of the Service, unless these activities are your guaranteed and non-waivable rights under applicable law, in which case you shall first notify Evolution of the steps you wish to take;
or
 - 3.1.10. Access and use the Service in order to develop, or create, or permit others to develop or create, a product or service competing with the Service.
- 3.2. Evolution has no obligation to monitor that Customer's use of the Services complies with this Agreement but may elect to do so. Evolution may suspend the provision of the Services to the Customer upon notice and good-faith discussion with the Customer if Evolution reasonably believes that the Customer is in violation of the foregoing in a manner detrimental to Evolution or to the proper operation of the Service.

4. Customer Data

- 4.1. Customer hereby represents and warrants that (i) Customer and its Users own or have the necessary rights and permissions to use and authorize Evolution to use Customer Data for the provision of the Service, as specified in this Agreement; and (ii) the Customer Data it uploads into the Service and its use

does not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy rights of any third party; (b) violate any applicable law, including data protection legislation and export control laws.

4.2. Customer shall be solely responsible for Customer Data and the consequences of using, submitting, uploading, disclosing, or transmitting it, including for any errors or omissions therein.

5. Privacy

Customer acknowledges and agrees that Customer's use of the Service, including any Customer Data transmitted to or stored by Evolution, is governed by the Data Processing Addendum attached to this Agreement as Exhibit A ("**DPA**") and incorporated by reference into this Agreement.

6. API Use

Customer may access and use the Service via its application program interface ("**API**") or its user interface. Customer may only access and use the API for Customer's internal business purposes. When using the API Customer should follow and comply with the relevant Evolution guidelines. The API is subject to changes and modifications, and Customer is solely responsible to ensure that Customer's use of the API is compatible with the current version.

7. Open-Source Components

The Service includes open-source AI Models and components ("**Open-Source Components**") that are subject to third party terms and conditions ("**Third Party Terms**"). If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party Open Source Components. Notwithstanding anything in this Agreement to the contrary, Evolution makes no warranty hereunder with respect to any Open-Source Components.

8. Evaluation

8.1. If Customer uses the Service for Evaluation, the terms of this section 8 shall govern that use and control over any conflicting provision of this agreement. The term "Service" includes an Evaluation in all provisions of this Agreement that are not in conflict with this section 8.

8.2. The Evaluation period shall be thirty (30) days (unless Customer and Evolution agree otherwise in writing), beginning on the date Evolution provides Customer login credentials for Evaluation of the Service ("**Evaluation Period**"). Customer shall not access the Service after the Evaluation Period ends. The term "Term" includes an Evaluation Period in all provisions of this Agreement that are not in conflict with this section 8.

8.3. The Service provided by Evolution during the Evaluation Period shall be free of charge.

8.4. Unless Evolution and Customer agree otherwise in writing, during the Evaluation Period, Customer may (i) download unlimited Output Data to Customer's systems; (ii) upload into the Service up to 1 gigabyte of Customer Data; (iii) utilize only one (1) machine; and (iv) conduct only one (1) experiment simultaneously.

8.5. Customer must not upload any sensitive, personal or data regulated by applicable law into the Service during the Evaluation Period. If Customer uploads such data into the Service, Customer does so at Customer's own risk and Evolution will not be responsible for the consequences of that use. The DPA shall not apply to Customer's use during Evaluation.

8.6. Customer understands and agrees that certain features or functionality of the Service may not be available in an Evaluation.

- 8.7. Evolution may terminate the Evaluation at any time, following a written notification to Customer. Upon termination of the Evaluation, Customer shall delete any Output Data provided by the Service during the Evaluation Period.
- 8.8. THE SERVICE PROVIDED BY EVOLUTION DURING THE EVALUATION PERIOD SHALL BE: (I) "AS IS" AND WITHOUT WARRANTY; (II) SHALL NOT GRANT CUSTOMER ANY INTELLECTUAL PROPERTY RIGHTS IN THE OUTPUT DATA; (III) WITHOUT TECHNICAL SUPPORT.
- 8.9. EVOLUTION AND ITS AFFILIATES, EMPLOYEES, CONTRACTORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL LIABILITY, EITHER DIRECT OR INDIRECT, FOR ANY CLAIM OR DAMAGE ARISING FROM CUSTOMER'S USE OF THE SERVICE FOR EVALUATION.
- 8.10. For avoidance of doubt, sections 5, 11, 12, 13, 15, 17 of this Agreement, shall not apply to Evaluation of the Services.

9. Intellectual Property

- 9.1. The Service is a proprietary offering of Evolution, protected under copyright laws and international copyright treaties, patent law, trade secret law and other intellectual property rights of general applicability. The Service is offered to Customer for use and access only in accordance with the terms of this Agreement and is not sold or licensed in any other way.
- 9.2. Except for Customer's limited access to use the Service during the Term, this Agreement does not grant or assigns to Customer, any other license, right, title, or interest in or to the Service, or the intellectual property rights associated with them. All rights, title and interest, including copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Service and Service Data (but not the Customer Data and Output Data), including computer code, graphic design, layout and the user interfaces of the Service, whether or not based on or resulting from Feedback, are and will remain at all times, owned by, or licensed, to Evolution.
- 9.3. Customer owns all right, title and interest in and to Customer Data and Output Data. Customer grants Evolution and its third-party service providers a license to use the Customer Data and Output Data strictly for the proper provision of the Service to the Customer.
- 9.4. Customer may provide Evolution with Feedback, including information pertaining to bugs, errors and malfunctions of the Service, performance of the Service, content and accuracy of the Service, the Service's compatibility and interoperability, and information or content concerning enhancements, changes or additions to the Service that Customer requests, desires or suggests. Customer hereby assigns, without charge, all right, title and interest in and to the Feedback to Evolution, including the right to make commercial use thereof, for any purpose Evolution deems appropriate.

10. Confidentiality and Data

- 10.1. "**Confidential Information**" shall mean any and all information disclosed by one party ("**Disclosing Party**") to the other ("**Receiving Party**") regarding past, present, or future marketing and business plans, customer lists, lists of prospective customers, technical, financial or other proprietary or confidential information of the Disclosing Party, formulae, concepts, discoveries, data, designs, ideas, inventions, methods, models, research plans, procedures, designs, formulations, processes, specifications and techniques, prototypes, samples, analyses, computer programs, trade secrets, data, methodologies, techniques, non-published patent applications and any other data or information, as well as

improvements and know-how related thereto. Customer Data and Output Data are Customer's Confidential Information.

- 10.2. Each Party herein must hold any Confidential Information in confidence using the same degree of care, but in no case less than a reasonable degree of care, that it uses to prevent the unauthorized dissemination or publication of its own confidential information. Receiving Party may use this Confidential Information only for the purpose of performing its obligations under this Agreement.
- 10.3. The obligations set forth in this section shall not apply to information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on Receiving Party's part; (ii) Receiving Party can demonstrate in its prior established records to have had rightfully in Receiving Party's possession prior to disclosure of the same by the Disclosing Party; (iii) Receiving Party can demonstrate by written records that it had rightfully obtained the same from a third party who has the right to transfer or disclose it, without default or breach of confidentiality obligations; (iv) Disclosing Party has provided its prior written approval for disclosure; or (v) Receiving Party are required to disclose pursuant to a binding order or request by court or other governmental authority, or a binding provision of applicable law, provided that, to the extent permissible, Receiving Party provide the Disclosing Party notice of the requested disclosure as soon as practicable, to allow the Disclosing Party, if it so chooses, to seek an appropriate protective or preventive order.
- 10.4. Customer acknowledges and agrees that Evolution will handle and use (by itself or by using third-party service providers) the Service Data as follows:
 - 10.4.1. To provide the Service to Customer, conduct administrative and technical activities necessary to maintain and provide the Service and to improve and customize the Service;
 - 10.4.2. To conduct analysis or generate metrics related to the Service;
 - 10.4.3. To bill and collect fees, enforce this Agreement and take any action in any case of dispute, or legal proceeding of any kind involving Customer with respect to this Agreement;
 - 10.4.4. To prevent fraud, misappropriation, infringements, and other illegal activities and misuse of the Service;
 - 10.4.5. To develop new products and services, and for research and testing, provided that no information identifying the Customer and its Users is publicly shared; and
 - 10.4.6. For commercial and marketing purposes, publication of case studies and white papers (only in a form not identifying the Customer and its Users).
- 10.5. Evolution may identify Customer as a customer and indicate that Customer as a user of the Service on its website and in other online or offline marketing materials and press releases. Customer hereby grants Evolution a worldwide, non-exclusive, non-transferable, royalty-free and free of charge, license, to use Customer's name, logo, and website URL on its website and in other online or offline marketing materials relating to the Service. Subject to the foregoing license, Evolution will use Customer's name, logo, and website URL in accordance with any usage guidelines sent by Customer in advance.

11. Technical Support

During the Term, Evolution, either directly or with the assistance of third parties, will provide the Customer and its Users technical support available around its normal business hours. Evolution will endeavor to fix bugs and correct errors reported by Customer in a timely manner. For the provision of technical support for

Customer's technical questions, problems and inquiries, Customer will cooperate, and work closely with Evolution, to reproduce malfunctions, including conducting diagnostic or troubleshooting activities, as Evolution reasonably requests.

12. Fees

- 12.1. In consideration for the Service, Customer will pay Evolution the fees specified in the Order Form according to the payment plan, payment terms and payment cycles specified therein.
- 12.2. All Customer's payment obligations to Evolution are non-cancelable and paid fees are non-refundable. Customer is responsible for paying all fees applicable to its subscription to the Service, whether or not it actively used, accessed or otherwise benefited from the Service.
- 12.3. Unless set forth otherwise in the Order Form, amounts are due and payable to Evolution within thirty (30) days of Customer's receipt of the applicable invoice.
- 12.4. If the Customer, acting in good-faith, disputes any portion of a fee that Evolution invoiced, the Customer shall remit to Evolution full payment of the undisputed portion in accordance with the provisions of this Section 12, and provide Evolution, on or a before the original due date of the disputed fee, a written and reasoned notification of the disputed portion of the fee (laying down, in reasonably sufficient detail, the grounds for the dispute), to the extent such information is available at that time as soon as reasonable practicable.
- 12.5. Failure to settle any overdue fee (not disputed in good faith pursuant to the foregoing) within twenty one (21) calendar days of its original due date will constitute a material breach of this Agreement and, without limiting any remedies available to Evolution, Evolution may, following written notice to the Customer: (i) terminate these this Agreement; or (ii) suspend performance of or access to the Service, until payment is made current. Late payments shall bear interest at the rate of six percent (6%) per annum. Customer will reimburse Evolution for legal costs and attorney fees Evolution incurs in the course of collecting Customer's overdue fees.
- 12.6. All fees are quoted in US Dollars and Customer shall pay Evolution in US Dollars, unless stated differently in the Order Form. Unless stated differently in the order Form, Fees shall be paid by bank transfer.
- 12.7. Unless stated differently in the Order Form, fees are exclusive of any sales tax, VAT, withholding tax or other governmental charges or transaction charges. Where applicable, Evolution will provide the Customer its tax certificates and Customer shall withhold taxes from payments due as per such certificates.

13. Term and Termination

- 13.1. This Agreement is an annual agreement commencing at the start date indicated in the Order Form and will automatically renew for additional one (1) year periods, unless a party notifies the other party in writing (email being sufficient) of its desire not to renew the Agreement at least 60 days prior to the end of the then-current Service period (the "**Term**").
- 13.2. Either party may terminate this Agreement in the event of a breach of this Agreement by the other party, where the breach remains uncured for thirty (30) days following written notice thereof from the non-breaching party to the breaching party, but if a breach is of a nature that cannot be cured, then the non-breaching party may terminate the Agreement immediately upon notice to the other party.

13.3. Either party may terminate this Agreement if the other party becomes or is declared insolvent or bankrupt, is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which proceedings are not dismissed within sixty (60) days of their commencement, makes an assignment for the benefit of creditors, or takes or is subject to any such other comparable action in any relevant jurisdiction.

13.4. Following termination of this Agreement:

13.4.1. Evolution will terminate Customers' account on and access to the Service;

13.4.2. Each party shall delete the other party's Confidential Information (except that a party may retain once archived and safeguarded copy of the other party's Confidential Information which shall not be used except for accounting, bookkeeping or enforcement of this Agreement), and in particular, Evolution will delete the Knowledge Data and Output Data from the Service without exceptions;

13.4.3. Customer shall cease any and all use of the Service;

13.4.4. Evolution will bill the Customer for all then-outstanding Service fees (if any);

13.5. Sections 9, 10, 12, 13.4, 15, 16, 18 of this Agreement will survive termination or expiration of this Agreement.

14. Warranty

14.1. THE SERVICE AND THE OUTPUT DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, NON-INFRINGEMENT, CONTINUOUS UNINTERRUPTED USE AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

14.2. EVOLUTION AND ITS SERVICE PROVIDERS DOES NOT WARRANT THAT (I) THE SERVICE AND/OR OUTPUT DATA WILL BE ERROR-FREE, AND/OR THAT EVOLUTION WILL CORRECT ALL ERRORS IN THE SERVICE; (II) THE SERVICE OR THE OUTPUT DATA WILL BE AVAILABLE AT ALL TIMES, RELIABLE, EFFECTIVE, ACCURATE OR COMPLETE; (III) THE SERVICE WILL OPERATE IN COMBINATION WITH CUSTOMER DATA OR ITS APPLICATIONS, OR WITH ANY OTHER SOFTWARE, HARDWARE, SYSTEMS, OR DATA; (IV) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, EXPECTATION OR OTHER OPERATIONAL BENEFITS FROM UTILIZING THE SERVICE AND THE OUTPUT DATA; (V) CUSTOMER DATA AND APPLICATIONS WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

14.3. CUSTOMER USE OF AND RELIANCE UPON THE SERVICE AND ANY OUTPUT DATA IS AT CUSTOMER'S SOLE DISCRETION AND RISK, AND EVOLUTION SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO CUSTOMER IN CONNECTION WITH ANY OF THE FOREGOING.

15. Limitation of Liability

15.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF WILLFUL MISCONDUCT, FRAUD, DEATH OR PERSONAL INJURY, BREACH OF CONFIDENTIALITY OBLIGATIONS, THE CUSTOMER'S PAYMENT OBLIGATIONS PURSUANT TO SECTION 12, INFRINGEMENT OF EVOLUTION INTELLECTUAL PROPERTY RIGHTS BY THE CUSTOMER, OR ANY OTHER LOSSES WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, THE TOTAL AND AGGREGATE LIABILITY OF A PARTY (INCLUDING ITS RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON ITS BEHALF), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE),

OR ANY OTHER THEORY OF LIABILITY, FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICE, OR THE OUTPUT DATA, SHALL BE LIMITED TO THE FEES PAYABLE TO EVOLUTION FOR THE SERVICE IN THE PRECEDING 12 MONTHS PRIOR TO THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM OCCURRED.

- 15.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF WILLFUL MISCONDUCT, FRAUD, DEATH OR PERSONAL INJURY, BREACH OF CONFIDENTIALITY OBLIGATIONS, THE CUSTOMER'S PAYMENT OBLIGATIONS PURSUANT TO SECTION 12, INFRINGEMENT OF EVOLUTION INTELLECTUAL PROPERTY RIGHTS BY THE CUSTOMER, OR ANY OTHER LOSSES WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, NEITHER PART SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY.

16. Governing Law and Dispute Resolution

This Agreement and Customer's use of the Service will be exclusively governed by and construed in accordance with the laws of the State of Israel. Any dispute relating to this Agreement, or the Customer's use of the Service shall be under the sole jurisdiction and venue of the competent courts located in the Tel Aviv district in Israel.

17. On Premise Installation

In the event Customer requests and Evolution agrees in writing to either (i) install the Evolution platform in Customer's premises; or (ii) install portions of the Evolution platform in Customer's premises, the parties will agree on additional terms that will be added and incorporated into this Agreement.

18. Miscellaneous

- 18.1. **Assignment.** Except as set forth below, neither party shall assign this Agreement without obtaining the other's prior written consent. Except as set forth below, any purported assignment without both parties' prior written consent is void. Either party may assign this Agreement in its entirety, including all right, duties, liabilities, performances and obligations herein, upon notice to the other party and without obtaining the other party's further specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of the assigning party's equity or assets. By virtue of such assignment, the assignee assumes the assignor's stead, including all right, duties, liabilities, performances and obligations hereunder, and assignor shall be released therefrom.
- 18.2. **Relationship of the Parties.** The relationship between the Parties hereto is strictly that of independent contractors, and neither Party is an agent, partner, joint venturer or employee of the other.
- 18.3. **Entire Agreement.** This Agreement, the Order Form and the DPA (if applicable) constitute the entire and complete agreement between the Parties concerning the subject matter herein and supersede all prior oral or written statements, understandings, negotiations and representations with respect to the subject matter herein. Any additional or different terms or conditions contained in any Customer purchase order or other ordering document will not be binding upon Evolution unless expressly accepted in a document signed by an Evolution authorized signatory.
- 18.4. **Severability.** If any provision of this Agreement is held invalid or unenforceable, that provision shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the Parties, and the remaining provisions will remain in full force and effect. This

Agreement may be modified or amended only in writing, signed by the duly authorized representatives of both Parties.

- 18.5. **No Waiver.** Neither Party will, by mere lapse of time, without giving express notice thereof, be deemed to have waived any breach, by the other Party, of any terms or provisions of this Agreement. The waiver, by either Party, of any such breach, will not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

Last updated: April, 2024

Exhibit A - Data Privacy Addendum

This DPA is incorporated by reference into the Agreement by and between Evolution and Customer. Evolution and Customer will be referred to herein as the "Parties".

WHEREAS, Customer has engaged Evolution to provide the Services to the Customer;

WHEREAS, the Services involves processing certain personal data, and the Parties wish to regulate Evolution's processing of such personal data, through this DPA, which is an integral part of the Agreement.

IN CONSIDERATION OF the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below:

1. Definitions

- 1.1. "**Data Protection Laws**" means to the extent applicable to the Parties: (i) Regulation (EU) 2016/679 General Data Protection Regulation ("**EU GDPR**"); (ii) the UK Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) ("**UK GDPR**"); (iii) the California Consumer Privacy Act of 2018, the California Privacy Rights Act of 2020 and the regulations adopted thereunder Cal. Civ. Code §§ 1798.100 et. seq. and 11 C.C.R §§7000 et. seq. ("**California Privacy Law**"); (iv) Virginia Consumer Data Protection Act; (v) Colorado Privacy Act; (vi) Connecticut Act Concerning Personal Data Privacy and Online Monitoring; (vii) Utah Consumer Privacy Act; (viii) other state laws in the United States governing data protection; (ix) Israeli Privacy Protection Law, 5741-1981 and the regulations promulgated thereunder (and in particular the Privacy Protection Regulations (Information Security), 5777 – 2017)) ("**Israel Privacy Law**").
- 1.2. "**Database**" means a collection of Personal Data held by physical, magnetic or optical means.
- 1.3. "**EU SCCs**" means the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj and incorporated by reference to this DPA.
- 1.4. "**GDPR**" means the EU GDPR and the UK GDPR.
- 1.5. "**UK SCCs**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses of 21 March 2022 issued under Section 119A of the UK Data Protection Act 2018, available at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf> and incorporated by reference to this DPA.
- 1.6. The terms "Business", "Business Purpose", "Consumer", "Collect", "Sell", "Share" and "Service Provider" will have the same meaning under California Privacy Law (Cal. Civ. Code §1798.140).
- 1.7. The terms "Personal Data", "Controller", "Processor", "Data Subject", "Personal Data Breach", and "Processing" will have the same meaning as in the GDPR.

1.8. Capitalized terms used in this DPA but not defined herein have the meaning ascribed to them in in the Agreement.

2. Scope and responsibilities

2.1. Without prejudice to any privacy, data protection or data security obligations under the Agreement, this DPA applies where Evolution Processes Personal Data as a Processor or Service Provider on behalf of the Customer and under the Customer's instructions, where the Customer is a Controller or Business under Data Protection Laws with respect to the Personal Data or Personal Information that Evolution Processes. Whether the Customer is a Controller or a Business under Data Protection Laws is determined according to the provisions of Data Protection Laws and not this DPA.

2.2. The Customer and Evolution are each responsible for complying with Data Protection Laws as applicable to them, in their roles as Controller or Business and Processor or Service Provider, respectively.

2.3. Evolution will make available to Customer all reasonable information in its disposal necessary to demonstrate compliance with the obligations under the Data Protection Laws.

2.4. Evolution will assist Customer with the preparation of data privacy impact assessments and prior consultation as appropriate, provided, however, that if such assistance entails material costs or expenses to Evolution, the Parties will first come to agreement on Customer reimbursing Evolution for such costs and expenses.

3. Specifics of Processing

3.1. The particulars of Evolution's Processing activities as a Processor are specified in Appendix 1.

3.2. Evolution will Process the Personal Data only on Customer's behalf and in the manner determined in the Agreement and this DPA, and for as long as Customer instructs Evolution to do so, for the purpose of providing the Services to the Customer. Evolution will not Process the Personal Data for any other purpose, unless expressly instructed by the Customer to do so. Evolution may also engage in any other Processing activities that Data Protection Laws permit Service Providers or Processors to engage in.

3.3. Evolution will Process the Personal Data on documented instructions from the Customer, including without limitation through the Agreement and the Services's features and functions configurable by the Customer, unless Evolution is otherwise required to by law to which it is subject (and in such a case, Evolution will inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest). Customer's instructions to Evolution must be consistent with the nature of character of the Services. The Customer is solely responsible for determining the lawfulness of the data processing instructions it provides to Evolution and will provide Evolution only instructions that are lawful under Data Protection Laws. Evolution will immediately inform the Customer if, in Evolution 's opinion, an instruction is in violation the Data Protection Laws, or if Evolution makes a determination that it can no longer meet its obligations under Data Protection Laws. In the event that any Customer instructions cause Evolution to incur material incremental costs, Evolution may notify Customer and, unless otherwise agreed upon by the Parties in a writing, such costs will be reimbursed by Customer.

3.4. Evolution deletes the Personal Data it has Processed on Customer's behalf under this DPA from its systems, after the end of the term of the Agreement or upon written request from Customer, and upon Customer's request, will furnish written confirmation that the Personal Data has been deleted pursuant to this section.

4. Data Subject rights

- 4.1. Customer bears the sole and exclusive responsibility for complying with Data Subject and Consumer rights in the Personal Data, including accessing their data, correcting it, restricting its processing, or deleting it.
- 4.2. Taking into account the nature of Evolution's Processing activities and the Services, Evolution will assist the Customer to accommodate Data Subjects' requests to exercise their rights in relation to their Personal Data.
- 4.3. When Evolution received a request from a Data Subject or Consumer that it can identify as the Customer's Data Subject or Consumer, Evolution will pass on to Customer these requests.

5. Sub-processing

- 5.1.1. Customer hereby extends its general authorization to Evolution to use third party sub-processors and service providers for Processing Personal Data within the scope of the Services. The current list of third party sub-processors and service providers is specified in Appendix 3 below.
- 5.1.2. Evolution will procure that the sub-processors Process the Personal Data in a manner consistent with Evolution's obligations under this DPA and Data Protection Laws, particularly Article 28 of the GDPR and 11 C.C.R. §7051, with such obligations imposed on that sub-processor by way of a written contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Data Protection Laws. Evolution's remains liable to the Customer for the sub-processors' compliance with their obligations.

6. Cross-border data transfers

- 6.1. Customer acknowledges and agrees that Evolution and its sub-processors will only Process the Personal Data in member states of the European Economic Area, in territories or territorial sectors recognized by an adequacy decision of the European Commission as providing an adequate level of protection for Personal Data pursuant to Articles 45 of the GDPR, or using adequate safeguards as required under the GDPR's provisions governing cross-border data transfers (e.g., SCCs).
- 6.2. Evolution shall comply with Data Protection Laws applicable to cross-border transfer of Personal Data, including but not limited, to the Privacy Protection Regulations (Transfer of Information to Databases Outside of Israel), 5761-2001.

7. Data security

- 7.1. Without prejudice to the data security obligations under the Agreement, in Processing Personal Data, Evolution will implement appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, as further described in Appendix 3.
- 7.2. Evolution will perform regular internal or third-party assessments, audits, or other technical and operational testing of its security procedures and practices at least once every 12 months.
- 7.3. Evolution will ensure that its staff authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 7.4. Evolution will without undue delay notify Customer of any Personal Data Breach that it becomes aware of regarding Personal Data of Data Subjects that Evolution Processes within the scope of this DPA. Evolution's

notification to the Customer will include the following information, as well as other information reasonably requested by Customer, and if the information is not readily available at the time of the notification or request by the Customer, Evolution may provide it in phases as it becomes available:

7.4.1. The nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects and Consumers concerned and the categories and approximate number of Personal Data records concerned;

7.4.2. The likely consequences of the Personal Data Breach; and

7.4.3. The measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

7.5. Evolution will use commercial efforts to mitigate a Personal Data Breach and prevent its recurrence. Customer and Evolution will cooperate in good faith on issuing any statements or notices regarding such Personal Data Breaches, to authorities, Data Subjects and Consumers.

8. Audits

8.1. Evolution will, not more than once per annum (unless otherwise required by a data protection authority or Data Protection Law), allow for and contribute to audits, including carrying out inspections conducted by a reputable auditor mandated by Customer, during normal business hours and subject to a prior notice to Evolution of at least 30 days and coordination with Evolution as to the agenda of the audit, as well as appropriate confidentiality undertakings by the auditor covering such inspections, in order to establish Evolution's compliance with this DPA and the provisions of the Data Protection Laws regarding the Personal Data that Evolution Processes on behalf of the Customer. Such audits and inspection must reasonably limit any disruption to Evolution's business, and the Customer will avoid (and ensure that each of its auditors avoids) causing (or, if it cannot avoid, minimize) any damage, injury or disruption to Evolution's premises, equipment, personnel, and business while its personnel are on those premises during such audit or inspection. If such audits or inspections entail material costs or expenses to Evolution, the Parties will first come to agreement on Customer reimbursing Evolution for such costs and expenses.

9. **California Privacy Law.** This section 9 applies to the extent that the Customer is a Business subject to the California Privacy Law.

9.1. The Parties acknowledge and agree that Evolution is a Service Provider.

9.2. The Parties agree that the Customer is disclosing the Personal Information to Evolution only for the following limited and specified Business Purpose: the provision of Evolution's Services. Evolution will not Sell or Share the Personal Information.

9.3. Evolution is prohibited from retaining, using, or disclosing Customer's Personal Information for:

9.3.1. Any commercial purpose other than the foregoing Business Purposes, unless expressly permitted by the California Privacy Law.

OR

9.3.2. Outside the direct business relationship between Customer and Evolution, unless expressly permitted by the California Privacy Law.

- 9.4. Evolution will comply with all applicable sections of the California Privacy Law.
 - 9.5. Evolution grants the Customer the right to take reasonable and appropriate steps, in accordance with this DPA, to ensure that the Evolution uses the Personal Information it Collects pursuant to this DPA in a manner consistent with Evolution's obligations under the California Privacy Law.
 - 9.6. Evolution grants the Customer the right, upon notice, to take reasonable and appropriate steps, in accordance with this DPA, to stop and remediate Evolution's unauthorized use of Personal Information.
 - 9.7. If Evolution receives a request from a California Consumer of the Customer, about his or her Personal Information, Evolution will inform the Customer thereof, will not comply with the request itself unless instructed to in writing by the Customer, and in the absence of Customer's instructions to the contrary, will inform the Consumer that the request cannot be acted upon because the request has been sent to a Service Provider.
10. **Israel Privacy Law.** Appendices 4,5 and 6 of this DPA will apply to the extent that the Customer is subject to the Israel Privacy Law.
11. **Miscellaneous**
- 11.1. Evolution's liability under this DPA will be as per the limitations, exclusions and caps specified in the Agreement.
 - 11.2. This DPA will prevail in the event of inconsistencies between it and the Agreement or subsequent agreements entered into or purported to be entered into by the Parties after the date of this DPA, except where explicitly agreed otherwise in writing.
 - 11.3. This DPA is governed by the governing law specified in the Agreement, and disputes arising under this DPA will be adjudicated as specified in the Agreement.
 - 11.4. This DPA terminates upon the termination of the Agreement.
 - 11.5. All the clauses in the DPA that are bound by and required under Data Protection Laws, will continue to apply even after the expiration or termination of the Agreement between the Parties, provided that Evolution continues to retain Customer's Personal Data

Appendix 1 – Details of Processing

1. Categories of Data Subjects

As determined by the customer.

2. Categories of Personal Data Processed

The type and extent of Personal Data uploaded by Customer into the Service, shall be determined and controlled by Customer in its sole discretion.

3. Special categories of Personal Data Processed

The type and extent of Personal Data uploaded by Customer into the Service, shall be determined and controlled by Customer in its sole discretion.

4. Frequency of Transfer

Ongoing, throughout the term of the Agreement.

5. Nature of the Processing

Retrieval, organization, structuring, storage, adaptation or alteration, combination.

6. Purpose(s) of the Data Transfer

The provision of the Services as specified in the Purchase Order attached to the Agreement.

7. The Period for Which the Personal Data Will Be Retained

The retention period is coterminous with the term of the Agreement and to Customer's instructions to cease and discontinue Processing.

8. Transfers to Sub-Processors

See Appendix 2.

Appendix 2 – List of Sub-processors

Name of Sub-processor	Subject matter/nature of processing	Duration of Processing
Amazon AWS	Amazon cloud infrastructure and services	The duration of the Agreement
OpenAI Assistant	OpenAI Assistant capabilities as Evolution chatbot	The duration of the Agreement

Appendix 3 – Technical and Organizational Measures

Appendix 4 – Additional requirements for Databases subject to Israel Privacy Law

1. Evolution shall grant its employees access to the Database, subject to conducting training activities regarding privacy protection and information security obligations applicable to Evolution by virtue of the Data Protection Laws and this DPA.
2. Evolution shall not grant access to the Personal Data to its employees, before reviewing and confirming, within the boundaries of applicable law, that their background, integrity, and reliability are suitable for a position granting them access to Personal Data.
3. Evolution undertakes to manage access rights to Personal Data, including by way of providing its employees with 'Least Privileges' based on their 'Need to Know', for the purpose of carrying out their tasks, and shall take measures in order prevent access by unauthorized individuals to Personal Data. In addition, Evolution will maintain an up-to-date listing of all individuals authorized to access or use the Database and will prevent access to any individual who does not have a need to be exposed to the Personal Data.
4. Evolution shall develop, implement, and enforce an information security policy that covers at least the following topics ("Information Security Policy"):
 - 4.1 Guidelines regarding the physical protection of the Database systems and the sites in which they are located;
 - 4.2 Guidelines regarding the management and monitoring of access authorizations and actions taken in the Database;
 - 4.3 Mapping of all the of the security measures taken by Evolution regarding the Database;
 - 4.4 Guidelines for individuals authorized to access Personal Data and Database;
 - 4.5 A review of the risks to which the Personal Data is exposed to as part of Evolution's ongoing activities including instructions regarding the means of recording, monitoring, and identifying threats to which the Database systems are exposed;
 - 4.6 Instructions and procedures regarding the mitigation and management of a Personal Data Breach;
 - 4.7 Instructions and procedures regarding the use of removable devices.
5. Evolution shall map the operational environment of the Database. In this regard, Evolution shall prepare an inventory list that includes all the systems, software, interfaces, infrastructures of hardware components and communications components that Evolution operates in the Database environment for the ongoing operation of the Database (the "Database Systems"). Evolution shall update the list of inventories specified in this section from time to time and shall only disclose the document to those individuals who require access to it for the performance of their job functions. However, Evolution shall update the foregoing list in any case in which substantial changes to the operating environment are implemented in the Database or in the manner in which Personal Data is Processed.

6. In the event of a Personal Data Breach, Evolution will provide a notification to the Customer no later than twenty-four (24) hours after becoming aware of any Personal Data Breach.
7. If required by Data Protection Laws, Evolution shall provide the Customer, at least in every 12 month or upon its request, a written approval according to which it performs and fulfills its obligations pursuant to this DPA and the provisions of the Data Protection Laws. Evolution shall fully cooperate with the Customer in providing all information and assistance reasonably requested by the Customer in connection with data security issues and practices and supplementary documents, so as to allow Customer to properly address information security, privacy and regulatory matters relating to the Database.
8. To the extent that the Customer's Database is considered a Database at medium data security level under Israel privacy Law, this Database will be subject to additional requirements as set forth in Appendix 5 of this DPA.
9. To the extent that the Customer's Database is considered a Database at high data security level under Israel privacy Law, this Database will be subject to additional requirements as set forth in Appendices 5 and 6 of this DPA.

Appendix 5 – Additional requirements for Databases at medium data security level under Israel Privacy Law

1. Without derogating from section 4 of Appendix 4 above, Evolution shall include in the Information Security Policy the following:
 - 2.1 The means of identification and verification of access the Database Systems;
 - 2.2 Instructions regarding the manner in which access to the Database is managed, the means of controlling access to Personal Data and the actions taken regarding the Personal Data.
 - 2.3 Instructions regarding periodic audit reports as stated in section 8 of the DPA above.
 - 2.4 Instructions and procedures regarding periodic backup and restoration of the Documentation Mechanism (defined below);
 - 2.5 Instruction regarding the manner in which development activities in the Database are performed and documented;
3. In addition to the requirements set in section 3 of Appendix 4 above, Evolution will ensure that the systems and devices located in its premises or assigned to its employees, consultants, and anyone on its behalf, on which Personal Data is Processed or accessed (for example: servers, workstations, communication components, etc.) will be stored in a protected location, which prevents unauthorized intrusion and physical entry. Without derogating from the above, Evolution will take measures to control and document the entry to and exit from its own sites where the Database Systems are located, and will audit all inbound and outbound equipment to and from the Database Systems (for example: laptops, laptops, cameras, etc.).
4. Without derogating from section 3 of Annex 4 above, Evolution shall grant its employees with access to the Database, subject to conducting training activities regarding privacy protection and information security obligations applicable. Such training shall take place at least once every two years and as soon as possible after recruiting.
5. Evolution shall grant its own authorized users with access to the Database subject to authentication measures based on physical means, such as two-factor authentication through the smartphone of the authorized user. In this regard, Evolution shall determine the means of identification, instructions related to passwords management, automatic disconnection from the Database after period of inactivity (idle time), and provisions regarding how to handle faults related to identity authentication.

6. Evolution undertakes to automatically document all activities carried out in the Database Systems, including (but not limited to) documenting attempts to access the database systems, deleting and/or changing Personal Data, database development operations and change in access permissions to the database systems ("Documentation Mechanism"). The Documentation Mechanism will collect at least the following data: the user's identity, the date and time of the operation, the source of the operation (web address or computer name), the system component in which the operation was performed, the type of operation, whether the operation was successful or failed. The audit data generated by the Documentation Mechanism shall be maintained for 24 months.
7. Without derogating from section 6 of Appendix 4 above, Evolution will discuss occurrences of Personal Data Breaches at least once every 12 months, and will examine the need to update its Information Security Policy as a result therefrom. The findings of those discussions will be sent to the Customer.
8. Evolution undertakes to conduct, at least once in 24 months, an internal or external audit by an entity or a person with appropriate certification for auditing information security (who is not the Evolution's CISO), in order to ascertain the Evolution's compliance with these provisions and the provisions of Data protection Laws.
9. Evolution undertakes to establish guidelines regarding how to recover and backup the Personal Data periodically including instructions regarding data recovery during Personal Data Breach.

Appendix 6 – Additional requirements for Databases at high data security level under Israel Privacy Law

1. In addition to the requirements specified in section 4 of Appendix 4 above, Evolution shall conduct data security risk assessments, in relation to its Processing of Customer's Personal Data in accordance with the Agreement and this DPA. Such data protection risk assessment will take place at least every eighteen (18) months.
2. In addition to the requirements specified in section 4 of Appendix 4 above, Evolution shall conduct penetration tests on the Database Systems to examine their resilience to internal and external risks. Such tests shall take place at least once every eighteen (18) months; Evolution will then discuss the results of the penetration tests and will correct the deficiencies discovered (in any). The findings will be shared with the Customer.
3. Notwithstanding Sections 11 of the DPA above and in addition to Section 7 of the DPA above, Evolution will conduct discussions regarding occurrence of Personal Data Breaches at least every three (3) months and will examine the need to update its Information Security Policy. The findings will be shared with the Customer.
4. Without derogating from section 9 of Appendix 4 above, Evolution will maintain a copy of the backup data in a manner that assures the accuracy and reliability of that data.

