

IVIX SOFTWARE LICENSE AGREEMENT

This License Agreement (together with any Exhibits attached hereto, this “**Agreement**”) is made by and between IVIX Tech Inc. a company incorporated under the laws of, having offices at 488 Madison Avenue, Suite 1103 New York NY 10022 (“**IVIX**”); and ‘Customer’, that is identified as such in the Order Form to which this Agreement is attached.

Whereas, IVIX has developed, and owns or obtained the required license to all rights and title to its proprietary innovative tax evasion discovery solution (the “**Solution**”), through which IVIX provides its customers with certain services aimed at assisting and facilitating its Customers in detecting and identifying tax evasion (the “**Solution Service**”), and at providing insights and feedback concerning such matter (the “**Output**”) through use of Customer’s own data sets also referred to in this Agreement as ‘Customer Data Sets’ and;

Whereas, IVIX offers its customers to purchase a license and right to use and/or access the Solution, and thereby receive the Solution Services and also certain additional services (the Solution, Output, Solution Services, and any other services made available to Customer hereunder, together with any related documentation, respectively the “**Services**”), as further set forth in the applicable order form to which this Agreement is attached or that is otherwise made pursuant to and under this Agreement (the “**Order Form**”), and

Whereas, Customer desires to receive from IVIX the rights to use the Services, solely upon the terms and subject to the conditions as set forth in this Agreement and the applicable Order Form.

Now Therefore, the Parties intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

- “**Affiliate**” means any entity which controls, is controlled by or is under common control with either of the parties, whether by ownership or management. Any entity shall be deemed to “control” another entity if it owns directly or indirectly more than 50% of the outstanding voting securities or capital of another entity or other comparable equity with respect to an entity other than a company.
- “**Documentation**” means the instructions, user guides, manuals and release notes that are provided by IVIX to Customer and that are generally provided by IVIX to its customers, in printed and/or electronic form, that describe the installation, operation, use or technical specifications of the Solution. Unless the Documentation is separately referred to herein, all references in this Agreement to the Solution and/or Services shall include the Documentation.
- “**Solution**” means the Solution (as defined above) together with all Updates and Upgrades thereto (to the extent made available to Customer hereunder), for which Customer has purchased a subscription or license as set forth in the Order Form(s).
- “**Updates**” means any unspecified updates, service patches, or releases made to the Solution from time to time which are generally made available by IVIX to its Customers at no additional costs.
- “**Upgrades**” any new version of the Solution, service patches, or releases thereof which includes material new features and/or new capabilities beyond the existing scope of the features and/or capabilities of the Solution.
- “**User**” means Customer’s individual employees, agents, contractors, consultants, suppliers or other individuals who are authorized under the applicable Order Form to use

the Services pursuant to the terms and conditions of this Agreement.

2. RIGHTS TO USE; RESTRICTIONS ON USE

2.1 The type, scope and deployment mode of the subscription or license for the use of the Services (“**Subscription**”) are determined in the Order Form and shall include the contemplated period of the permitted use and access to the Solution (the “**Subscription Period**”). If Customer wishes to extend the Subscription Period or increase its scope, purchase of additional Subscription Periods and capacity is required.

2.2 Subject to payment of the Subscription Fees pursuant to the applicable Order Form, use of the Services shall be enabled, and shall be accessible by Customer, either through cloud or on-prem deployment, as set forth in the Order Form.

2.3 Subject to payment of Subscription Fees pursuant to the applicable Order Form, IVIX hereby grants Customer a limited, revocable, nonexclusive, non-transferable and non-assignable right during the Subscription Period, to access and use the Services as made available by IVIX in accordance with the scope and capacity set forth in the applicable Order Form, solely for the purpose of supporting its tax evasion detection efforts (the “**Purpose**”), and solely for the duration of the Subscription Period, all in accordance with the terms and conditions set forth hereof and in the Order Form.

2.4 Additional Rights and Restrictions.

2.4.1 The Customer agrees that it will not, and will not permit others to: (i) use the Solution or Solution Services for any purpose other than the Purpose or at any location, network, capacity or deployment, other than as made available by IVIX and as expressly permitted hereunder and under the applicable Order Form; (ii) use the Solution or Solution Services or any part thereof for provision of services which are competitive with the Solution or Solution Services, or which essentially make the Solution or Solution Services, their functionality or any part thereof available to third parties, including without limitation as a managed service or otherwise offer for sale, lease, license commercialize, transfer, distribute or otherwise dispose of the Solution Services or of its rights to access and use the Solution; (iii) modify, translate, emulate, convert to another programming language, reverse engineer, decompile, debug, reproduce in any form or disassemble, make derivatives works of all or any part of the Solution or the Solution Services, or derive source code, techniques, algorithms or processes from the Solution or Solution Services, nor attempt to do any of the foregoing; and (iv) use the Solution or Solution Services, or the results of its assessment of the Solution Services for its own competing development activities or otherwise disclose such results and conclusions to any third parties; (v) test or use the Solution Services in connection with any benchmark tests or any other tests or comparisons of which the results are to be published in any form or media; (vi) represent that Customer possess any proprietary interest in the Solution or Solution Services; (viii) directly or indirectly, take any action to contest IVIX’s intellectual property rights in or in connection to the Solution or Solution Services or related services or infringe them in any way;

2.5 **Marks and Use of IVIX’s Name.** This Agreement does not grant Customer any rights to IVIX’s trademarks or service marks. The Customer will not remove or modify any Services markings or any notice of IVIX’s proprietary rights.

2.6 **Transfer to a Third Party.** The rights granted to Customer in this Agreement may not be assigned or transferred by Customer to a third party, without IVIX’s prior written consent. IVIX may assign or transfer (i) its rights to receive money under this Agreement and any applicable Order Form to any third party without limitation subject only to prompt written notice to Customer, and (ii) any and all other rights and obligations and undertakings hereunder to any IVIX Affiliate or in connection with a sale or transfer of all or substantially all of IVIX’s assets, stock or business by sale, merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this section shall be void.

3. FEES

3.1 Customers shall pay the amount of fees due to IVIX for the Subscription and Services as set forth in the Order Form (the “**Fees**”), added with any applicable VAT or sales taxes. Payment shall be due in accordance with the payment schedule set forth in the Order Form. Unless otherwise set forth in the applicable Order Form payments shall be made in United States Dollars by wire transfer to IVIX designated bank account (as notified to the Customer in writing). All Fees, Order Forms and Subscriptions, shall be non-cancellable and the sums paid non-refundable except in the case of termination of this Agreement by Customer for breach by IVIX (pursuant to the terms of this Agreement) in which case and without derogating from Customer’s rights to claim any damages, Customer shall be entitled to a refund of prepaid fees for Services not rendered due to such termination on a prorated basis from the termination date.

3.2 The Fees are exclusive of all taxes. If any taxes are required to be withheld at source and remitted to the authorized tax authority, Customer shall cooperate with IVIX to minimize such tax withholding, shall withhold taxes with respect to amounts not yet paid and shall provide IVIX with documentation evidencing such withholding and remittance of taxes..

4. SUPPORT AND MAINTENANCE; PROFESSIONAL SERVICES.

4.1 Unless otherwise indicated in the applicable Order Form subject to payment of applicable service fees, IVIX shall provide standard support and maintenance services in accordance with the Service Level Agreement attached hereto as **Exhibit A (“Support Services”)**. The Support Services may require Customer to grant IVIX remote or local access to Customer’s network and systems in order to allow IVIX to provide such Support Services, subject to the Customer’s security policies. Granting IVIX access to Customer’s network and/or systems for Support Services is in Customer’s control and sole discretion; Customer acknowledges that IVIX shall not be liable for failure to provide support and maintenance if Customer chooses not to grant IVIX such access.

4.2 Unless otherwise expressly indicated in the Order Form, the Support Services do not include, however, any configuration, installation, integration, customization or other services (“**Professional Services**”) with respect to the Solution, not expressly provided in the Support Services. If Customer desires to receive any Professional Services with respect to the Solution, such Professional Services shall be governed by a separate Order Form and statement of work to be agreed upon in writing between the parties hereto.

5. WARRANTY; DISCLAIMERS

5.1 **Limited Product Warranty.** IVIX warrants, for Customer’s benefit alone, that the Services as provided by IVIX, if operated as directed and in accordance with the Documentation and herewith, shall be free from material defects in design and construction, and shall operate substantially in accordance with the express functional specifications in the Documentation (the “**Specifications**”).

5.2 IVIX warrants that it has the requisite authority to execute, deliver, and perform its obligations under this Agreement and that doing so will not violate any pre-existing contracts or agreements.

5.3 **Disclaimers.** IT IS AGREED AND ACKNOWLEDGED THAT (I) THE SERVICES INCLUDE A COMPLEX COMPUTER SOFTWARE THE PERFORMANCE OF WHICH WILL VARY INTER-ALIA DEPENDING ON THE CUSTOMER’S HARDWARE PLATFORM, SOFTWARE INTERACTIONS, NETWORK, THE CONFIGURATION OF THE SOLUTION AND OTHER FACTORS WHICH ARE NOT CONTROLLED BY IVIX AND THAT EXCEPT FOR THE

WARRANTIES SET FORTH IN SECTION 5.1 ABOVE THE SERVICES AND THE DOCUMENTATION ARE PROVIDED "AS IS", AND IVIX EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY CONCERNING USE, PERFORMANCE, ACCURACY, FITNESS FOR PURPOSE, OR RESULTS OF THE SERVICES, AND IVIX DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICES WILL OPERATE ERROR-FREE, THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED, THAT IT WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S EQUIPMENT OR SOFTWARE CONFIGURATIONS OR THAT IVIX WILL CORRECT ALL ERRORS IN THE SERVICES; AND (II) THE SERVICES ARE PROVIDED SOLELY AS A DECISION ASSISTING TOOL AND ANY OUTPUT AND IMPLEMENTATION BY CUSTOMER OF THE SOLUTION SERVICE MUST BE VALIDATED BY CUSTOMER PRIOR TO THEIR IMPLEMENTATION.

5.4 **Exclusive Remedies.** For any partial or complete unavailability of the Services in breach of the warranties contained in Section 5.1, Customer's exclusive remedy, and IVIX's entire and sole liability under this Agreement, shall be to comply and perform in accordance with the Support Services; provided that (i) Customer has fully paid all applicable fees, (ii) Customer is not otherwise in breach of this Agreement, and (iii) Customer has reported in writing to IVIX the claimed failure as soon as reasonably possible after discovery. IVIX will have no obligation or liability under this Section 5 if the Services have been: (i) altered, modified, or serviced other than by IVIX; (ii) improperly installed or used in a manner other than as specified in the Documentation; or (iii) if Customer violated the Subscription restrictions set forth under section 2.5 hereto.

6. INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION

6.1 **Intellectual Property.** No rights other than the license rights expressly granted hereunder, shall pass to the Customer and nothing in this Agreement constitutes a waiver of IVIX's intellectual property rights under any law. Customer acknowledges and agrees that as between Customer and IVIX, the Solution, the Solution Services and the Documentation, including any corrections, modifications, enhancements, or derivatives works thereof, and Updates, and/or Upgrades thereto, are and shall at all times remain IVIX's exclusive property protected under copyright laws, patent law, and/or other laws and international treaties protecting intellectual property rights and trade secrets. Customers will not knowingly do anything to impair IVIX's proprietary rights in the Solution or Solution Services or seek to acquire or register any rights in IVIX's proprietary marks, copyrights or information. In the event Customer provide IVIX with suggestions, comments or other feedback relating to the Solution or Solution Services (collectively "**Feedback**"), whether such Feedback is provided or generated (as applicable) prior to, on or after the Effective Date of the applicable Order Form, such Feedback shall become property of IVIX and/or its Affiliates.

6.2 All Customer proprietary data and information made available by the Customer for processing and analysis by the Solution including without limitation, Customer's collection models (the "**Models**") or Customer's data sets ("**Customer Data Sets**") and any Output produced by the Solution Services as a result of its processing and analysis of the Models and the Customer Data Sets, is and shall at all times remain the property of Customer. Unless specifically authorized in this Agreement or in writing by the Customer, and then only to the extent so authorized, IVIX shall not use the Customer Data Sets in any manner whatsoever except as required to provide the Solution Services. In the event that Customer includes in the Customer Data Sets any personal and/or identifying information of any person, the processing of such data by IVIX shall be according to Section 7 hereto.

6.3 Customer hereby authorizes IVIX and grants IVIX (i) a limited, non-exclusive and royalty-free right, for the Term only, to access Customer network and to access process and use Customer Data Sets and Models on Customer's behalf, for the sole purpose of providing the Services as contemplated hereunder, and (ii) a limited, non-revocable, perpetual, non-transferable, non-sub-licensable,

non-exclusive, royalty-free right to use, any depersonalized anonymous or statistical data, which does not identify Customer or any of its Users, which is derived or deduced by IVIX from Customer's use of the Services pursuant hereto, for IVIX's research, development and internal uses.

6.4 **Confidential Information.** Prior to or during the Term, the parties hereto may, directly or indirectly, disclose to each other, or have access to, certain Confidential Information (as defined below) of the other party, whether in writing, oral form or in any other manner. For the purposes of this Agreement, "**Confidential Information**" means any and all information, data and know-how of a private, non-public or confidential nature, in whatever form, that relates to the business, financial condition, technology and/or products of the disclosing party, its Affiliates, customers, suppliers, or potential customers or suppliers, provided or disclosed to the receiving party or which becomes known to the receiving party, or is viewed by the receiving party during a visit to the disclosing party's facilities, whether or not marked or otherwise designated as "confidential", "proprietary" or with any other legend indicating its proprietary nature. By way of illustration and not limitation, Confidential Information of IVIX includes all forms and types of financial, business, scientific, technical, or engineering information and know-how, including but not limited to in relation to the Solution and/or the Solution Services including the pricing terms of any Order Form. Confidential Information of Customer includes but is not limited to all Customer Data Sets, Models and Output. "**Confidential Information**" shall not include information or any matter that the receiving party can demonstrate by written and dated evidence: (a) was already known to the receiving party from a source other than the disclosing party prior to disclosure; (b) was independently developed by the receiving party without use of, or reference to, the Confidential Information; (c) has become a part of the public knowledge, through no fault of, or breach of this Agreement by the receiving party; (d) was lawfully received by the receiving party from another person or entity having no confidentiality obligation to the disclosing party or its Affiliates; or (e) is explicitly approved in writing by the disclosing party for release by the receiving party. The receiving party shall treat all Confidential Information of the disclosing party as strictly confidential, and except as expressly contemplated hereunder it shall: (a) not, directly or indirectly use or otherwise exploit Confidential Information for any other purpose other than for performing hereunder; (b) refrain, either by itself or through any third party, from analyzing or attempting to analyze the Confidential Information or any part of it, including by way of disassembly, decompiling or reverse engineering any samples, prototypes, software or other tangible objects, in order to determine the composition, design or specifications thereof; (c) not modify, create derivative works based, or emulate the functionality of any samples, prototypes, software or other tangible objects constituting Confidential Information; (d) protect and safeguard the Confidential Information against any unauthorized use, disclosure, transfer or publication with at least the same degree of care as it uses for its own confidential or proprietary information, but in no event using less than a reasonable degree of care; (e) restrict disclosure of the Confidential Information to those directors, officers, employees, agents, consultants, contractors, or representatives of itself or of its Affiliates ("**Representatives**") who clearly have a need-to-know such Confidential Information, and for no purpose other than for performing hereunder; (f) advise such Representatives of their obligations to comply with the terms and conditions of this Agreement, and receiving party shall be liable for any acts or omissions of its Representatives as if performed by the receiving Party; and (g) notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement. In the event that the receiving party becomes legally compelled to disclose any of the Confidential Information, it will provide the disclosing party with prompt notice thereof so that the disclosing party may seek a protective order or other appropriate remedy against the disclosure, and in any event, will limit the disclosure to the greatest extent reasonably possible under the circumstances. The receiving party acknowledges that a breach of this Section will cause irreparable damage to disclosing party that cannot be calculated or that cannot be adequately compensated for by money damages and, accordingly, the disclosing party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

7. PRIVACY & INFORMATION SECURITY.

7.1 IVIX 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 Sets ("**Data Protection Laws**"). In addition the processing by IVIX of any PII of Customer or any person acting on its behalf shall be governed by the IVIX privacy policy located at <https://www.IVIX.ai/privacy-policy>. The Parties acknowledge that if and to the extent that the Customer Data Sets include PII ("**Data Set PII**"), then (i) IVIX shall be deemed a 'Data Processor' of Customer with respect to the processing by IVIX of such Data Set PII, and (ii) Customer shall be deemed a "Data Controller" (as such terms are defined by the GDPR) and (iii) prior to any transfer of such Data Set PII by Customer, at Customer request, the Parties shall execute a Data Processing Agreement, in such form to be reasonably acceptable to both Parties, in such respect. Customer represents and warrants that it is and shall be legally authorized and where applicable has or shall have obtained all approvals, consents (including by providing the required notices to data subjects) as required for Customer to allow IVIX to process the Data Set PII in accordance herewith.

7.2 Without limiting the foregoing, and in addition to its confidentiality and security obligations as otherwise set forth in the Agreement, IVIX will, with respect to Data Set PII, use commercially reasonable efforts to (i) ensure the security and confidentiality of such information or materials, (ii) protect against any anticipated threats or hazards to the security or integrity of such records, (iii) detect unauthorized access to or use of such records or information, and (iv) protect against unauthorized access to or use of such records or information that would result in harm to Customer. The specific information security precautions used by IVIX are set forth in **Appendix B** below.

8. INDEMNIFICATION

8.1 **Indemnification by IVIX.** Subject to Section 8.2 hereof, IVIX shall defend, indemnify and hold Customer harmless at IVIX's sole cost and expense, for any claim, suit, expenses, damages, or proceeding brought against Customer by a third party which (i) allege that the Services, as delivered and when used in accordance with the terms of this Agreement, infringe any third party patent, copyright or other intellectual property right, or (ii) resulting from IVIX breach of its obligations under section 7 (each a "**Claim**"). IVIX will pay the amount of any final judgment or settlement of such Claim awarded against Customer, provided that Customer gives IVIX written notice promptly upon becoming aware of such Claim or threat of Claim, including full information and reasonable assistance and allows IVIX to assume full control of the defense and settlement of such Claim, provided that IVIX shall not enter into any settlement of a Claim which requires Customer to admit any wrongdoing or that otherwise does not relieve Customer of all liabilities directly associated with such Claim without Customer's written consent, which consent shall not be unreasonably withheld.

8.2 **Limitations on Indemnity Obligations.** IVIX shall have no liability for any Claim resulting from: (i) unauthorized modification of the Services by Customer; (ii) use by Customer of a superseded or altered release of the Services or Documentation if such Claim would have been avoided by the use of a current Update or Upgrade that IVIX made available to Customer; (iii) the combination, operation or use by Customer of the Services furnished under this Agreement with software or hardware not furnished or approved for such combination, operation or use by IVIX if the Claim would not have arisen but for such cooperation; or (iv) the particular manner of use of the Services by the Customer, including with regards to any claims brought by any person or entity who may be identified as a result of the use of the Services (all of the foregoing, "**Excluded Claims**"), and Customer shall defend, indemnify and hold IVIX harmless, at Customer's sole cost and expense, for any claim, suit, expenses, damages, or proceeding brought against IVIX by a third party arising out of or related to any Excluded Claim.

8.3 **Remedies.** Without in any way limiting IVIX's obligations to indemnify and defend Customer under Section 8.1(i), in the event of an infringement Claim, IVIX may, at its option and expense, either: (i) obtain for Customer the right to continue to use the Services; (ii) replace the Services with a product with substantially equivalent functionality; or (iii) modify the Services so that it becomes non-infringing, while maintaining substantially equivalent functionality. If (i), (ii) or (iii) above are not commercially practical, then IVIX may elect to give Customer a refund of prepaid fees on a prorated basis from the date the Services became unavailable for Customer's use and shall be entitled to terminate this Agreement and any relevant Order Form.

9. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL OR EQUITABLE BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA OR BUSINESS INFORMATION) ARISING IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, SUPPORT SERVICES, OR PROFESSIONAL SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID TO IVIX HEREUNDER IN THE TWELVE (12) MONTHS' PERIOD PRECEDING THE APPLICABLE DATE A CLAIM IS MADE. THE FOREGOING LIMITATIONS OF THIS SECTION 9 WILL NOT APPLY TO LIABILITY CAUSED BY EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6.4, LIABILITY FOR AN INDEMNIFIED CLAIM UNDER SECTION 8, EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR CUSTOMER'S BREACH OF ANY RESTRICTIONS, OBLIGATIONS AND REPRESENTATIONS UNDER SECTIONS 2.3, AND 2.5. HEREUNDER.

10. **TERM AND TERMINATION.** This Agreement shall enter into effect upon the Effective Date of the applicable Order Form, and unless terminated earlier in accordance with the terms hereof or any terms of termination expressly set forth and agreed upon between the Parties in an Order Form, it shall continue until the expiration of all Subscription Periods set forth in the applicable Order Forms executed between the parties hereunder (the "**Term**"). Either party may terminate this Agreement and any applicable Order Form if the other party breaches its terms and such breach is not cured within thirty (30) days of the terminating Party's written notice of such breach. Sections 2.5, 2.6, 6, 7, 9, 10, 11 and 13 will survive any termination or expiration of this Agreement and any Order Form. In case Customer increases the Services capacity by executing with IVIX an additional mutually agreed upon Order Form (the "**Increase Order**"), the then current Subscription Period shall extend such that it becomes coterminous with the Increase Order's Subscription Period.

11. **RETURN OR DESTRUCTION OF SOLUTION AND DOCUMENTATION UPON TERMINATION OF SUBSCRIPTION.** Upon termination or expiration of this Agreement and the applicable Order Form, Customer must immediately and in any event within thirty (30) days thereafter cease using the Solution Services and the Solution, permanently delete and remove any and all portions of the Solution (if such were made available to Customer) including Solution Agents from its systems and network, and promptly return the Documentation and any copies thereof (in all forms, partial and complete, in and on all types of media and computer memory, and whether or not modified or merged into other materials) to IVIX or certify in writing that it has been destroyed and either party shall return to the other party and purge its systems from any Confidential Information of the other Party that it holds or has access to, and certify of the same in writing. Upon termination or expiration of this Agreement IVIX shall make the Output it holds available for Customer to download for a period of thirty (30) days, following such period, IVIX shall delete any such Output.

12. **PUBLICITY.** Unless Customer notifies IVIX otherwise in writing at any time, IVIX may use Customer's name and/or logo to refer to Customer as a customer of IVIX. Any such use shall terminate upon termination of this Agreement and the applicable Order Form(s).

13. **GOVERNING LAW.** This Agreement, its interpretation, and any claims and disputes related hereto, shall be governed by the laws of the state of New York, and any and all such claims and disputes shall be brought in, and you hereby consent to them being litigated in and decided exclusively by a court of competent jurisdiction located in the state of New York.

The United Nations Convention of Contracts for the International Sale of Goods shall not apply to the Agreement. The provisions of this section shall not prevent either party from seeking immediate injunctive relief in any court of competent jurisdiction.

14. **GENERAL.** In the event any provision or part of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof; No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches; This Agreement, including any referenced Order Forms and exhibits constitutes the entire agreement between the Parties hereto and supersedes all previous agreements or representations, written or oral, with respect to its subject matter. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; Paragraph headings in this Agreement have been inserted merely for convenience and shall not affect the rights and obligations of the parties hereto or the meaning of the language in this Agreement; This Agreement may be executed in several counterparts, each of which shall together constitute one and the same instrument; The relationship of the Parties shall be governed by this Agreement. Nothing in this Agreement shall be deemed to constitute any party the partner of the other party, nor constitute any party the agent or legal representative of the other party. It is not the intention of the Parties to create, nor shall this Agreement be construed to create any commercial or other partnership. Neither of the Parties shall have any authority to act for or to assume any obligation or responsibility on behalf of the other party. Any conflicting terms and conditions contained in either party's purchase order, in any proposal, quotation, delivery note, invoice, statement or any other such documents between the parties shall not have any effect, unless mutually agreed upon in writing and expressly stating to be preceding any conflicting terms of this Agreement.

Appendix A

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) set forth the terms and conditions under which IVIX Ltd. (“**IVIX**”) will provide technical support and maintenance service to the customer set out in an Order Form to which this SLA is attached or in which it is referenced (“**Customer**”, and together with IVIX, a “**Party**” and the “**Parties**”) with respect to IVIX's Solution and are subject to the IVIX License Agreement to which this SLA is attached (the “**Agreement**”) and related Order Form entered into between the Parties.

Capitalized terms not defined herein have the meanings given to them in the Agreement.

The Support Service is provided to Customer during the Subscription Period and subject to Customer's payment of the applicable fees as prescribed in the Order Form.

1. Support Level

Customers shall receive the Standard Support level provided by IVIX as further detailed below..

2. Updates

IVIX shall from time to time, during the Subscription Period, make Updates available to Customer to the extent such Updates are generally made available by IVIX to its supported customers under valid support contracts at no additional cost.

3. Availability

IVIX will ensure that the Services Availability meets or exceeds 99.95%

4. Technical Support

During Business Hours (as specified below), IVIX's help desk personnel shall receive Customer email support requests in connection with Errors of the Solution (each, a “**Support Request**”). An “**Error**” means any verifiable and reproducible failure of the Solution to materially perform the functions described in the Specifications. Once IVIX has determined that the Support Request is covered by a valid support agreement, IVIX will respond to such Support Requests based on the severity levels (as determined by IVIX) set out in the table below.

<i>Severity Definition</i>	<i>Response Time</i>	<i>Commitment</i>
<p>Severity 1 - HIGH: An Error substantially degrades the core functionality of the Solution in a way which severely impacts the ability to use the Solution</p>	Response within 8 business hours	IVIX and Customer will commit an engineer during normal business hours for Problem Resolution to resolve the Error, obtain a workaround or reduce the severity of the Error
<p>Severity 2- MEDIUM: (a) An Error that prevents the Solution from being operated when properly configured; or (b) An Error that partially degrades a functionality of the Solution in a way which partially impacts the ability to use a core capability;</p>	Response by the next business day	IVIX and Customer will handle the case during business hours to obtain a workaround or reduce the severity of the Error
<p>Severity 3- LOW: a) The Error causes a function not to execute properly, without a significant loss of utility or intended functionality; or (b) An Error that disables one or more nonessential functions; or (d) All other issues, including general usage questions and cosmetic issues.</p>	Response up to 2 business days	IVIX and Customer will handle the case during business hours to resolve the Error within the next planned update that is scheduled to be released no earlier than within 45 days

Business Hours
<i>Standard</i>
<p><u>American Customers:</u> Monday to Friday, 8am – 5pm Central US Time (excluding U.S. National Holidays)</p> <p><u>European and Israeli Customers:</u> Sunday to Friday, 8am – 5pm Central EU Time (excluding National Holidays)</p>

5. Customer's Information

For IVIX to meet the above Support Request response times, Customer must provide IVIX with all information, documentation, assistance and access as IVIX might reasonably require, including, without limitation:

- screen snapshots,
- detailed steps required to enable IVIX to replicate the problem,
- exact wording of Error messages, and
- any other data that IVIX may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

6. Support Requests submission

Support Requests to IVIX may be submitted to: Email: support@IVIX.ai

7. Exclusions

The technical support described above will only be provided with respect to the then-current release of the Solution and one previous release that were made available to Customer, and shall exclude Errors resulting from:

- (a) any modifications of the Solution by anyone but IVIX or not by someone on behalf of IVIX that have not been approved by IVIX in writing;
- (b) Customer's failure to implement in a timely manner any Update made available by IVIX;
- (c) Customer's instructions or setup adjustments;
- (d) use of the Solution other than as permitted in the Agreement;
- (e) any fault in any Customer systems or third party System (as defined in the Agreement), or other non-IVIX equipment or programs used in conjunction with the Solution, or other causes beyond the control of IVIX; and/or
- (f) Customer's negligence or willful misconduct.

APPENDIX B
INFORMATION SECURITY PRECAUTIONS

1. Security Precautions.

In an effort to comply with IVIX's obligations in Section 7 of the Agreement, IVIX shall take precautions which include, but are not limited to, establishing and maintaining: (i) contractual restrictions on access to the information by contractors (ii) intrusion detection systems on all information systems of where protected information is maintained or controlled by IVIX, and (iii) notification procedures for notifying Customer promptly in the event a security breach is detected or suspected, as well as other response programs when there is a suspected or detected security breach involving protected information. These precautions will also include, as appropriate: (1) access controls to IVIX's information systems, including controls to identify and permit access only to authorized individuals and controls to prevent access to Customer Confidential Information through improper means; (2) IVIX Personnel controls and training; (3) physical access restrictions at locations where Customer, Confidential Information is located; and (4) encryption of electronic Customer Confidential Information in transit and at rest.

IVIX will: (1) monitor the foregoing measures with periodic audits or testing, and (2) provide copies of the same sufficient to assure Customer, or its regulatory authorities, that IVIX is implementing these precautions, and (3) notify Customer immediately in the event IVIX becomes aware of any security breach ("**Security Breach**"). In providing any notice of a Security Breach, IVIX shall (i) provide notice to one or more Customer managers generally responsible for security matters affected by the Security Breach, within seventy-two (72) hours of discovering the Security Breach, and (ii) keep Customer informed as to the actual and anticipated effects of the Security Breach and the corrective actions taken or to be taken in response to the Security Breach.