January 11, 2024

SAIFLOW

End User License Agreement

SaiFlow Cyber Ltd.

This End User License Agreement (this "**Agreement**") is a legally binding document between SaiFlow Cyber Ltd., a company incorporated under the laws of the state of Israel ("**SaiFlow**"), the entity that holds a license to the Software (as defined below) ("**Licensee**") and any user using the Platform on behalf of Licensee ("**User**"). This Agreement regulates the terms and conditions under which Licensee and any User may use SaiFlow's proprietary software.

1. **Accepting the terms and conditions of this Agreement**

   1.1. This Agreement is effective as of the date Licensee and/or User first access the Platform. Such access indicates the acceptance of the terms and conditions contained herein and an agreement to be bound by this Agreement with respect to Licensee's and/or User's access and use of the Platform and the Services.

   1.2. The Licensee acknowledges and accepts that any breach of this Agreement by any employee, service provider or contractor or anyone acting on Licensee's behalf shall be deemed a breach of this Agreement by Licensee.

2. **Definitions**

   In addition to the definitions appearing elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

   2.1. "**Content**" means all data and information displayed or otherwise available on the Platform uploaded, submitted, posted, transmitted or otherwise provided or made available by Licensee and/or its User using the Platform, or any information based on or derived from any of the foregoing including any statistical or other analysis, as well as copies, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise incorporating any of the foregoing.

   2.2. "**Documentation**" means any documentation that may be provided by SaiFlow with respect to the Platform, which may include user guides and training materials, but excluding source code.

   2.3. "**Intellectual Property Rights**" means all right, title, and interest in and to the Platform, including any and all intellectual, moral, industrial and/or proprietary rights, now or hereafter, recognized under any applicable law or in equity anywhere in the world, whether registrable or unregistrable, issued or pending, registered or unregistered, including (i) all forms of patents and utility models; (ii) inventions, discoveries, (whether patentable or not); (iii) rights associated with works of authorship, including copyrights and mask works; (iv) trademarks and service marks, trade names, domain name registrations; (v) designs (whether registrable or not), design rights; (vi) database rights; (vii) trade secrets and know how; (viii) all rights to or in connection with confidential or proprietary information; and with respect to the intellectual property included in subsections (i) to and including (viii) above - any rights analogous to those mentioned herein; all derivative works and/or any improvements or modifications thereof; and any current or future applications, renewals, extensions, restorations, provisionals, continuations, continuations-in-part, divisions, reexaminations and reissues thereof; the right to apply to any of the above; any license rights with respect to the above received from third-parties; and all of the tangible embodiments thereof.

2.4. "**Licensee**" means the entity to whom the License is granted, as set forth in the Transaction Documents.

2.5. "**Platform**" means SaiFlow's proprietary software, which is comprised of (i) a cloud component integrated into the User's electric vehicle ("**EV**") charging network; and (ii) a cloud-native posture management and security detection application provided by SaiFlow on a hosted Software-as-a-Service Model, as well as any related Documentation.

2.6. "**Services**" means the services provided in the Platform, including the ability to input or upload Content on the Platform in an isolated environment and any other action, service or item supported by or available through the Platform.

2.7. "**Transaction Documents**" means any agreement between Licensee and SaiFlow or its authorized reseller for the use of the Platform by Licensee, including its schedules and applicable order form(s) approved by SaiFlow. In the event of any conflict between this Agreement and the Transaction Documents, the provisions of this Agreement shall prevail.

2.8. "**User**" means any person or entity accessing the Platform and/or using the Platform or the Services under authorization or on behalf of Licensee, namely, Licensee's employees, service providers, contractors or anyone acting on Licensee's behalf.

3. **License**

3.1. License. SaiFlow hereby grants to Licensee a limited, revocable, non-exclusive, non-transferable and non-sublicensable, license to access the Platform and use the Services, solely for the internal business operations of Licensee; all subject to the compliance of Licensee with this Agreement and the Transaction Documents, and to payment of all applicable fees ("**License**").

3.2. Authorized Use. Users of Licensee may use the Platform and Services under the License, subject to their compliance with all of the terms and conditions set forth in this Agreement and the Transaction Documents. It is clarified, without derogating from the above, that Licensee remains fully liable for any incompliance with this Agreement as a result of the use of the Platform by Users.

3.3. License Characteristics. The License is valid during the term defined in the Transaction Documents and is granted per each EV charging site, limited in connection with the specific number of EV charging sites to which it is granted and approved components thereof.

3.4. Open Source and Additional Software Components. The Software may contain certain open source code or additional software components that may be subject to additional specific license terms. In accepting this Agreement, Licensee and/or User also agree to be bound by these License terms with respect to the aforementioned specific open source code or software components. The relevant open source software components used by SaiFlow and the licenses applicable to them can be requested here: Link.

3.5. SaiFlow may change or update the Platform and the Services at any time, including the availability of any feature, content or database, and may impose limitations or restrictions on certain features and services. Furthermore, SaiFlow may offer alternative or additional features to certain Licensee that may not be offered to others.

3.6. Licensee and User agree and acknowledge that in case of a breach of the terms of this Agreement or Transaction Documents or infringement of SaiFlow' rights by any Licensee and/or User, SaiFlow shall have the right to block or otherwise prevent access to the Platform, suspend the License, and/or remove the Platform, without derogating from any rights and/or remedies available to SaiFlow under this Agreement and applicable law.

4. **Limitations**

4.1. By accessing the Platform and Using the Services, neither Licensee nor any User shall, nor shall it permit any User and/or any other third party to:

4.1.1. use the Platform otherwise than in compliance with this Agreement and all applicable local, state, federal, and national, laws, statutes, ordinances, rules and regulations;

4.1.2. facilitate or encourage any violation of this Agreement;

4.1.3. make any copies of the Platform or any part thereof;

4.1.4. modify, adapt, translate, decrypt, decompile, disassemble or reverse engineer all or any portion of the Platform, or in any other manner attempt to derive the source code of, or create derivative works from, sell, rent, lease, loan or otherwise make available or exploit in any form or by any means all or any portion of the Platform;

4.1.5. sell, loan, rent, lend, let, sub-license, resell, distribute, or otherwise transfer the Platform to any third party or use the Platform in any manner not expressly allowed under this Agreement;

4.1.6. remove or alter any patent numbers, trade names, copyright notices, trademark notices, serial numbers, labels, tags or other identifying marks, symbols or legends included in and/or otherwise embedded in the Platform;

4.1.7. use the Platform in any manner inconsistent with any applicable law.

4.1.8. use the Platform to conduct any illegal activity, solicit any illegal activity, or to engage in any other activity that infringes upon the rights of SaiFlow and/or any third party.

4.1.9. use the Platform for interfering with, or disrupting (or attempting to do so), the access of any person, host or network, including, without limitation, by uploading and/or sending software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware; overloading, flooding, spamming, mail-bombing; or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Platform;

4.1.10. do anything that could disable, overburden, or impair the proper activity of the Platform;

4.1.11. interfere with or otherwise circumvent mechanisms in the Platform intended to limit its use;

4.1.12. use the Platform or Services for competitive analysis or to build a competitive product; or

4.1.13. use the Platform or Services in a manner that could otherwise cause damage to SaiFlow or any third party.

4.2. The Licensee, Users any third party acting on their behalf shall make every effort to prevent the use of the Platform by unauthorized parties.

4.3. The login credentials and passwords used to access the Platform shall be unique, may not be used by anyone except for the User to whom they were assigned under Licensee's License, may not be shared with others and must be kept secured and confidential at all time.

5. **Content**

5.1. The Licensee shall be solely responsible for all Content, including with respect to the accuracy, quality and legality of the Content. SaiFlow does not claim ownership over the Content and shall not be responsible to the Content in any manner.

5.2. Notwithstanding anything to the contrary express or implied, if at any time (a) SaiFlow becomes aware that Licensee or its User(s) use of the Platform and Services in a manner that may; or (b) it came to SaiFlow's knowledge that any Content (or any part thereof) may - (i) violate any applicable law; (ii) expose SaiFlow to any civil, regulatory or criminal liability; or (iii) shall be deemed as breach of this Agreement by Licensee, then without derogating from any other rights provided to SaiFlow under this Agreement and/or the Transaction Documents, SaiFlow shall be entitled to stop (permanently or temporarily) operating the Platform and/or Services and/or displaying any of the Content (or any parts thereof) and/or restrict or terminate the use of, or access to, the Platform and Services by Licensee or any User. SaiFlow shall also be entitled to do the above if required to do so in order to comply with any applicable laws, statutes, directives, regulations or any other legislation, codes of practice or regulatory rules in force in any applicable legal jurisdiction, without liability to SaiFlow.

5.3. Upon termination or expiration of the License, Licensee and the Users will lose all access to the Platform and Content. SaiFlow reserves the right to permanently delete the Content (or any portion thereof) at any time following a fourteen (14) day period after such termination or expiration.

5.4. Notwithstanding anything else in this Agreement or otherwise, SaiFlow may monitor Licensee's access to and use of the Platform and Services and collect and use data and information related to the Licensee's use or derived from monitoring (such as configurations, log data, *etc*.), and the Licensee Content in an aggregate and anonymized manner, for SaiFlow's business purposes, including to compile statistical and performance information related to the provision and operation of the Platform or Services and for the development, maintenance, improvement, demonstration or marketing of existing or new products or services ("**Analytical Data**"). As between Licensee and SaiFlow, all right, title and interest in the Analytical Data and all intellectual property rights therein, belong to and are retained solely by SaiFlow.

6. **No Warranties**

6.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SAIFLOW HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLATTFORM, THE SERVICES, EITHER EXPRESS, IMPLIED OR

STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, USEFULNESS, SECURITY, RELIABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OR OF FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SAIFLOW EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT TO LIABILITY FOR COMPLIANCE WITH LAW APPLICABLE TO LICENSEE AND/OR USER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF LICENSEE AND/OR USER.

SAIFLOW DOES NOT WARRANT, UNDERTAKE OR GUARANTEE THAT ANY OR ALL SECURITY OR CYBER ATTACKS OR THREATS WILL BE DISCOVERED, DETECTED, REPORTED OR REMEDIED, OR THAT THERE WILL NOT BE ANY SECURITY BREACHES OR VULNERABILITIES IN LICENSEE'S AND/OR USER'S PRODUCTS, SYSTEMS OR SERVICES. SAIFLOW DOES NOT WARRANT, UNDERTAKE OR GUARANTEE THAT ANY ACTION OR RECOMMENDATION BY THE PLATFORM WILL SATISFY LICENSEE'S AND/OR USER'S NEEDS OR WILL BE OPTIMAL OR BENEFICIAL, AND ANY RELIANCE ON ANY SUCH ACTION OR RECOMMENDATION SHALL BE THE SOLE RESPONSIBILITY OF LICENSEE AND/OR USER AND AT LICENSEE'S AND USER'S SOLE RISK. SAIFLOW DOES NOT ASSUME ANY LIABILITY WITH RESPECT TO THE LICENSEE'S AND/OR USER'S EV CHARGING SITES' SECURITY AND COMPLIANCE. LICENSEE AND USER EXPRESSLY ACKNOWLEDGE AND AGREE THAT ACCESS TO AND USE OF THE PLATFORM, AS WELL AS ANY RELATED SERVICES PROVIDED BY SAIFLOW, ARE AT LICENSEE'S AND USER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND RESULTS IS SOLELY WITH LICENSEE AND USER.

6.2. Without derogating from the generality of Section 6.1 above, SaiFlow does not represent or warrant that (a) the operation of the Platform or the Services will be accurate, uninterrupted, faultless and/or error-free; (b) the Platform and/or any equipment and/or system on which the Platform is used will be free of vulnerability to intrusion and/or attack; and/or (c) disruptions and/or impairments in the use of Content and/or other data will not occur.

6.3. Some jurisdictions do not allow the exclusion of implied warranties or limitations, so the above exclusion and limitations may not apply in such jurisdictions.

7. **Limitation of Liability**

7.1. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SAIFLOW, AND/OR ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, (B) LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, RESULTING IN ANY WAY FROM (I) ACCESS TO OR USE, INABILITY TO USE, OR RELIANCE ON THE PLATFORM, THE SERVICES, OR ANY CONTENT INCLUDED IN THE PLATFORM (II) ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE PLATFORM (III) ANY OTHER MATTER RELATING TO THE PLATFORM, THE SERVICES, AND/OR THE CONTENT, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), EVEN IF SAIFLOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

AND EVEN IF A REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, OR FOR (C) ANY THIRD PARTY CLAIMS AGAINST LICENSEE OR USER. NOTWITHSTANDING THE AFORESAID, NOTHING HEREIN EXCLUDES OR LIMITS LIABILITY FOR (I) WILLFUL MISCONDUCT, (II) FRAUD OR FRAUDULENT MISREPRESENTATIONS, OR (III) ANY MATTER FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE OR LIMIT, OR TO ATTEMPT TO EXCLUDE OR LIMIT, SAIFLOW'S LIABILITY.

7.2. WITHOUT DEROGATING FROM THE ABOVE, IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF SAIFLOW, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, TO LICENSEE AND/OR USER AND/OR TO ANY THIRD PARTY, FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF LICENSE FEES PAID BY THE LICENSEE DURING THE SIX (6) MONTHS PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE LIABILITY.

7.3. Any cause of action by Licensee and/or User with respect to the Platform and/or Service, must be instituted within one (1) year after the cause of action arose.

7.4. Some jurisdictions do not allow the exclusion or limitation of liability for personal injury, or of incidental or consequential damages, so the limitations above may not apply in such jurisdictions.

8. **Indemnity**

Licensee shall indemnify and hold SaiFlow and its directors, officers, employees, agents, partners and licensors, harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs), related to any demand or claim brought against SaiFlow by any third party, due to or arising out of any Content provided by Licensee or inputted on the Platform, (ii) the use of the Platform or the Services, (iii) any violation of the terms if this Agreement and/or the Transaction Documents, and/or any applicable law, and/or (iv) violation of any rights of a third party.

9. **Ownership**

9.1. All the Intellectual Property Rights in the Platform or connected to the Platform (including Analytical Data) are and shall remain the sole and exclusive property of SaiFlow. Licensee and Users shall notify SaiFlow in writing of any infringement of the Intellectual Property of which you become aware.

9.2. The Platform may contain proprietary information and material and trade secrets that are owned by SaiFlow, and are protected by applicable intellectual property and other laws, including but not limited to copyright.

9.3. Any third party trade or service marks present on the Platform are trade or service marks of their respective owners. Such third party trade or service marks may not be downloaded, copied, reproduced distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever except as permitted in this Agreement.

9.4. Neither Licensee nor any User shall assert against SaiFlow and its assignees, any claim asserting that Licensee and/or Users have any Intellectual Property Rights in the Platform. To the extent that Licensee and Users employees, contractors or subcontractors participate in enhancements, derivatives, new versions, or improvements to the Platform or Documentation ("**Modifications**"), Licensee and Users, on behalf of themselves and their employees, contractors and

subcontractors, shall and hereby do assign to SaiFlow all right, title and interest, including all Intellectual Property Rights, in and to such Modifications.

9.5. All rights not expressly granted to Licensee in this Agreement are retained by SaiFlow.

9.6. The Licensee hereby grants SaiFlow a worldwide, royalty-free, transferable, sub-licensable license to enable the Platform and Services to make use the Content (including as part of any Analytical Data) as reasonably required to provide the Services and as set forth in Section 5.4 above.

10. **Confidentiality**

10.1. A party to this Agreement that received any information under this Agreement ("**Receiving Party**") from the other party ("**Disclosing Party**") agrees to hold in confidence any information, in whatever form disclosed, provided by or on behalf of either party to it or to which it otherwise gains access to, in the course of or incidental to the performance of this Agreement, and shall refrain from using, copying, distributing, disseminating or otherwise disclosing such Confidential Information to anyone other than to its employees and representatives who have a need-to-know or a legitimate business need to have access to and knowledge of the Confidential Information, provided that: (i) the Party receiving the Confidential Information shall remain liable for any breach by its employees and representatives thereof; and (ii) the Confidential Information is limited to the extent necessary.

10.2. The confidentiality obligations of the Receiving Party regarding the Disclosing Party's Confidential Information shall not apply to Confidential Information which: (a) is generally available to the public in reasonably integrated form without fault on the part of the Receiving Party; (b) is lawfully obtained from a source other than the Disclosing Party, which source is free of any obligation to keep the same confidential; (c) was previously known to the Receiving Party without an obligation to be kept confidential, as can be substantiated by written and dated records; (d) was independently developed by the Receiving Party, without use of the Disclosing Party's Confidential Information, as can be substantiated by written and dated records; (e) is expressly released in writing from such obligations by the Disclosing Party; or (f) is required to be disclosed pursuant to applicable law or request by a governmental or other entity authorized by law to make such request,; provided, however, that the Receiving Party so required to disclose shall first notify the Disclosing Party (to the extent not prohibited from doing so) in order to enable it to seek relief from such requirement, and disclose only that portion of the Confidential Information which is required to be disclosed as stated in this subsection (f) above.

10.3. Licensee hereby acknowledges that SaiFlow will be compiling Analytical Data (as defined in Section 5.4) based on the Licensee Content input into the Platform and Services and Licensee agrees that SaiFlow may: (i) make such Analytical Data publicly available, and (ii) use such information to the extent and in the manner required by applicable law or regulation and for purposes set forth in Section 5.4 above, provided that such data and information does not identify Licensee.

11. **Privacy and Data Protection**

11.1. Licensee and User acknowledge and agree that no 'personal data' (as such term is defined in the General Data Protection Regulation ((EU) 2016/679)) and any other applicable data protection law ("**Personal Data**") shall be uploaded or transferred to the Platform. Licensee and User shall be responsible that no Personal Data or other data that is protected under applicable and requires unique treatment (such as

protected health information or credit, debit or other payment card data) will be transferred or uploaded to the Platform.

12. **Term and Termination**

12.1. The License term under this Agreement commences on the date specified for this matter in the Transaction Documents (and if such a date is not specified in the Transaction Documents - the date on which Licensee was permitted, by SaiFlow, to use the Platform under the License) and shall continue to be in full force and effect until termination or expiration of the applicable License, without derogating from SaiFlow's right to terminate and revoke the License and/or this Agreement, at its sole discretion, without notice to Licensee, if Licensee and/or User fail to comply with any of the provisions of this Agreement, without prejudice to the right of SaiFlow to be indemnified for its damages and for any other right and remedy.

12.2. In all such cases, the License under this Agreement shall terminate, but the provisions which by their nature would continue beyond termination (including, without limitation, the provisions of Sections 5.4, 6, 7, 8, 9, 10, 12.2, 12.3, and 13), shall survive such termination for any reason and shall continue to apply.

12.3. Upon expiration or termination for any reason of the License, Licensee and its Users must cease all use of the Platform and Services and certify to SaiFlow in writing that it has satisfied such obligation.

13. **Governing Law and Dispute Resolution**

13.1. Any dispute arising out of or in connection with this Agreement and/or the License and/or that is related thereto, including with respect to the interpretation, performance, breach or termination of this Agreement ("**Dispute**") shall be governed, controlled, and interpreted exclusively by and under the laws of Tel- Aviv, Israel, without regard to the conflicts of law provisions thereof.

13.2. The parties hereby expressly and irrevocably submit to the exclusive jurisdiction of the Israeli courts, in connection with any Dispute. Each party expressly and irrevocably waives any right that it may have to object to an action being brought in such courts, to claim that the action has been brought in an inconvenient forum, or to claim that such courts do not have jurisdiction.

13.3. Notwithstanding the above, in the event that SaiFlow requires injunctive relief in order to prevent infringement of any Intellectual Property Rights of SaiFlow, it may seek such relief from any competent court anywhere in the world where such infringement takes place – at which case *lex fori* shall apply to such proceedings (rather than the law governing this Agreement).

14. **Miscellaneous**

14.1. The headings of the Sections in this Agreement are for reference only and shall not be considered in the interpretation of this Agreement. The word "including" is not intended to be exclusive and means "including without limitation".

14.2. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be construed, limited, modified or deleted, to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the remaining provisions of this Agreement remain in full force and effect.

14.3. No waiver of any right under this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party to be bound; No waiver of

any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right.

14.4. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency relationship, employer-employee relationship or other similar relationship, nor as granting either party the right, power, or authority (express or implied) to bind or otherwise create any duty or obligation to the other party.

14.5. Nowhere in this Agreement where it states that SaiFlow may and/or has the right to perform any action, does it derogate from SaiFlow's other rights and/or remedies.

14.6. Termination notices shall be delivered by registered post to the registered office address of Licensee or if to SaiFlow to: contact@saiflow.com (as the case may be) with delivery confirmation, and shall be deemed to have been delivered to the other party after such confirmation has been received. Any other notices can be sent to either of the parties by email to the email addresses stated in the Transaction Documents or (in the case of noticed provided by SaiFlow) via the Platform's user interface. Notice that is sent by email and/or via the Platform's user interface shall be deemed to have been delivered upon sending thereof unless sent not on a business day, in which case such notice shall be deemed to have been made to the other party on the next business day following receipt, and unless the sender receives an "out of office", an "undeliverable" or similar notice indicating the email was not delivered.

14.7. The Licensee may not assign or otherwise transfer the License and/or any of its rights or obligations under this Agreement, either in whole or in part, to any third party without the prior written consent of SaiFlow, and any purported assignment or transfer without SaiFlow's prior written consent shall be null and void. SaiFlow may assign and/or otherwise transfer the License and/or any of its rights and/or obligations under this Agreement, either in whole or in part, to an affiliated party of SaiFlow or - as part of a reorganization, structure change, change in control and/or merger - to a third party entering into such a transaction with SaiFlow or with its affiliate, without the need to obtain Licensee's consent.

14.8. SaiFlow may change the terms of this Agreement from time to time, in SaiFlow's own reasonable discretion by sending Licensee a notice in accordance with the provisions of Section 14.6. All changes to this Agreement are effective immediately upon publication of the updated terms on the Platform. Licensee or User(s) continued use of the Platform and/or Services after the publication of the updated terms will be deemed acceptance on Licensee or User(s) behalf of any and all such changes.

14.9. This Agreement does not create any obligation of a party to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties.

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