SaiFlow

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TERMS OF SERVICE

These Terms of Service, as amended from time to time, together with any other terms, agreements and policies referenced herein (which constitute an integral part hereof) (these "**Terms**") constitute a legally binding agreement between the applicable SaiFlow entity set forth herein, and the customer executing or otherwise accepting the Order Form which refer to these Terms (respectively, the "**Customer**" and the "**Order Form**"). The Terms govern the manner in which the Customer and its users (each, a "**User**") may use and access the Company's Platform and Services (as defined below).

1. **The Platform**.

   1.1. Subscription to the Platform. The Platform is comprised of (i) a cloud component integrated into the Customer's EV charging network (the "**Proxy**"), and (ii) cloud-native posture management and security detection application provided by the Company on a hosted Software-as-a-Service Model (the "**Security Software**", and together with the Proxy - the "**Platform**"). Customer may access and use the Platform, solely for Customer's internal business operations (the "**Purpose**").

   1.2. Subscription Limitations. The right to use and access the Platform is granted solely to the Customer and its Users, and is limited, non-transferable, non-exclusive, non-assignable and non-sub-licensable. The Platform may only be used by individuals who: (i) can form legally binding contracts under applicable law, and (ii) are authorized to use the Platform pursuant to Customer's procedures and policies (if any).

   1.3. Modification or Discontinuation of the Platform. The Company may change or update the Platform at any time, including the availability of any feature, content or database, and may impose limitations or restrictions on certain features and services. In case of a material change, the Company will notify Customer by posting an announcement on the Company's website, through the Platform or by email. Furthermore, the Company may offer alternative or additional features to certain Customers that may not be offered to others.

   1.4. EXCEPTIONS. SUBSCRIPTION TO THE PLATFORM DOES NOT INCLUDE ANY PROFESSIONAL SERVICES INCLUDING BUT NOT LIMITED TO SECURITY ASSESSMENT, AUDIT OR CONSULTING, PENETRATION TESTING, INVESTIGATION OF SECURITY BREACHES, RESOLUTION OF VULNERABILITIES, INCIDENT RESPONSE, OR OTHER SIMILAR PROFESSIONAL SERVICES, AND SUCH SERVICES ARE THE SOLE RESPONSIBILITY OF THE CUSTOMER.

2. **The Services.**

   2.1. SLA. Company agrees to comply with the Company's Service Level Agreement available at: https://www.saiflow.com/legal/service-level-agreement ("**Service Level Agreement**" or "**SLA**"). The Service Level Agreement shall constitute an integral part of these Terms.

3. **Customer's Obligations**.

3.1. Customer shall provide Company with all reasonable cooperation in relation to these Terms, and shall comply in a timely and efficient manner, and be responsible and liable for the Users' compliance with these Terms, the Order Form and all applicable laws and regulations.

3.2. Customer is responsible for all acts or omissions of Users and their use of the Platform. The Company shall not have any liability towards Users, and the Customer is solely responsible for responding to any claims, requests and demands by the Users or any other third party related to the Customer. Company will, to the extent allowed by law, promptly notify Customer of its receipt of a User or such related third-party claim, request or demand and comply with Customer's reasonable requests regarding the handling of such claim, request or demand.

4. **License to Customer Data**.

4.1. While using the Platform, certain data may be uploaded or transferred to the Platform to be processed by the Platform on the Customer's behalf (the "**Customer Data**"). As between the Customer and the Company, all rights in the Customer Data shall remain with Customer. Customer hereby grants the Company and its Sub-processors (as defined below) an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully paid, sub-licensable right and license to access, use, process, copy, download, store, distribute and display the Customer Data, solely for the purpose of maintaining and providing the Platform and as required to resolve technical and security problems or otherwise as permitted by these Terms or in writing by Customer.

4.2. Customer represents and warrants that (i) Customer owns or has all the necessary licenses, rights, consents, approvals, permissions, power and authority, necessary to grant the Company the aforementioned right and license and to authorize the Company and its Sub-processors to access, use, process, copy, download, store, distribute and display the Customer Data, without infringing or violating any copyrights, privacy rights, publicity rights, trademarks or any other contractual, intellectual property or proprietary of any third party; (ii) any Customer Data and any use thereof do not and shall not violate any applicable laws, including those related to data privacy or data transfer and export or any policies and terms governing such Customer Data; and (iii) no sensitive data that is protected under a special legislation and requires unique treatment (such as protected health information or credit, debit or other payment card data) will be transferred to the Platform.

5. **Intellectual Property and Right to Use**.

5.1. Company Intellectual Property. As between the Parties, all right, title and interest in the Platform, including without limitation, any content, materials, software, know-how, data files, documentation, code, SDK, API, design, text, media, methodologies, artwork, names, logos, trademarks and services marks (excluding Customer Data), any and all related or underlying technology and any updates, new versions, modifications, improvements, developments or derivatives thereof, belongs to the Company or Affiliates (as defined below) and/or its licensors, and these Terms do not convey to the Customer or the Users any interest in or to the Platform, except for a limited right of use as set forth herein, terminable in accordance with these Terms.

5.2. Prohibited Use. Customer and its Users may not, and may not permit or aid others to: (i) use the Platform for any purpose other than the Purpose; (ii) copy, modify, alter, translate, emulate, create derivative works based on, or reproduce the Platform; (iii) give, publish, sell, distribute, assign, pledge or transfer (by any means), display, sublicense, rent, lease or otherwise share the rights granted under these Terms to any third party, including, but not limited to Customer's affiliates, or use the Platform in any service bureau arrangement;

(iv) reverse engineer, de-compile, decrypt, revise or disassemble the Platform or any part thereof,or extract source code from the object code of the Platform; (v) access or use the Platform in order to build a competing product or service or for benchmarking purposes; (vi) bypass any measures the Company may use to prevent or restrict access to the Platform, and/or take any action intended to circumvent or disable the operation of any security feature or measure of the Platform; (vii) access the Platform or Company's systems via any means other than through the interface provided by the Company, or via automated means, including by crawling, scraping, caching or otherwise; (viii) use the Platform in any manner that is illegal or not authorized by these Terms; (ix) take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or Company's service providers') infrastructure; (x) interfere or attempt to interfere with the integrity or proper working of the Platform; (xi) remove, deface, obscure, or alter Company's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Platform;
(xii) provide any third party access to the Platform; or (xiii) provide public access to results obtained by the Platform; or (xiii) use the Platform in connection with the operation of any hazardous environments, emergency services or critical systems. Customer will be solely and fully liable for any acts, omissions, or violation of these Terms by its Users and to any losses, damages, liability and expenses incurred by Company or a third party due to any unauthorized use of the Platform by the Customer or by any of its Users or third party on behalf of the Customer.

5.3. Feedback. Customer shall notify the Company of any and all design or functional errors, anomalies, and problems associated with the Platform discovered or brought to its attention by its Users, and may provide the Company suggestions, comments or any other feedback regarding the Platform (the "**Feedback**"). Any such Feedback shall become the Company's sole property without any restrictions. The Company may use any Feedback at its sole discretion, free from any right of the Customer or any third party and without any obligation towards Customer. Customer hereby assigns to Company all right, title, and interest worldwide in the Feedback and any intellectual property rights related thereto, and explicitly and irrevocably waives any and all claims associated therewith. Customer shall not provide the Company with any Feedback which infringes any third-party's right.

5.4. Intellectual Property Infringements. In the event that the Company believes that the Platform, or any part thereof, may infringe intellectual property rights of third parties, then the Company may, in its sole discretion: (i) obtain (at no additional cost to Customer) the right to continue to use the Platform; (ii) replace or modify the allegedly infringing part of the Platform so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if the Company determines that the foregoing remedies are not reasonably available, then the Company may require that use of the (allegedly) infringing Platform (or part thereof) shall cease and in such an event Customer shall receive a prorated refund of any Fees paid for the unused portion of the Subscription Term. THIS SECTION STATES COMPANY'S SOLE AND ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY THE COMPANY AND/OR ANY SUPPORTING SERVICES AND UNDERLYING TECHNOLOGY.

6. **Privacy**.

6.1. Privacy. Customer acknowledges and agrees that the use of the Platform by the Customer and the Users is governed by the Company's Privacy Policy available at: https://www.saiflow.com/privacy-policy/ ("**Privacy Policy**"). The Privacy Policy shall constitute an integral part of these Terms.

6.2. Personal Data. Customer acknowledges and agrees that in order to use the Platform, no Personal Data, as such term is defined in the General Data Protection Regulation ((EU) 2016/679) and any other applicable data protection regulation ("**Personal Data**") should be transferred to the Platform or processed by the Platform. Customer is responsible that no Personal Data or other data that is protected under a special legislation and requires unique treatment (such as protected health information or credit, debit or other payment card data) will be transferred to the Platform.

6.3. Anonymous Information. The Company may collect, monitor and freely use Anonymous Information (as defined below), inter alia to provide, develop, maintain, improve, demonstrate and market the Platform. "Anonymous Information" means information which does not enable identification of an individual, such as aggregated data, metadata and analytic information.

6.4. Security. Company agrees, during the Subscription Term, to implement reasonable industry-standard, technical, and organizational security measures to protect Customer Data.

7. **Third-Party Software and Services**.

7.1. Sub-processors. Customer acknowledges that the Platform is hosted and made available by certain sub-processors of the Company (the "**Sub-processors**"). The Company may remove, add or replace its Sub-processors from time to time, at its sole discretion.

7.2. Free Software. The Platform may include third party "open source" or "Free Software" 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 these Terms, then the Third Party Terms shall prevail but solely in connection with the related third party component. The Company represents and warrants that it is in compliance with the notice and attribution aspects of the Third Party Terms.

7.3. Other Products and Services. The Platform may integrate with, and contain links to other third-party services or may enable Customer and its Users to access, engage and procure certain services and products provided by third parties (the "**Third-Party Services**"). Customer acknowledges and agrees that regardless of the manner in which such Third-Party Services may be presented or offered to Customer, Company does not endorse any such Third-Party Services or shall be in any way responsible or liable with respect to any such Third-Party Services. BY ACCESSING AND/OR USING THE THIRD-PARTY SERVICES, CUSTOMER ACKNOWLEDGES THAT ITS ACCESS AND USE OF THE THIRD-PARTY SERVICES ARE AT ITS SOLE DISCRETION AND RISK, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING SUCH THIRD-PARTY SERVICES ARE IN COMPLIANCE WITH CUSTOMER'S REQUIREMENTS AND ANY APPLICABLE LAW OR REGULATION. COMPANY BEARS NO RESPONSIBILITY AND/OR LIABILITY FOR ANY LINKS OR THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION, SUCH THIRD-PARTY SERVICES' OPERABILITY OR INTEROPERABILITY WITH COMPANY'S SERVICE, SECURITY, ACCURACY, RELIABILITY, DATA PROTECTION AND PROCESSING PRACTICES AND THE

QUALITY OF ITS OFFERINGS, AS WELL AS ANY ACTS OR OMISSIONS BY THIRD PARTIES.

8. **Subscription; Payments**.

8.1. Subscription Term and Fees. The Platform is provided on a subscription basis for the term specified in Customer's Order Form (the "**Subscription**" and the "**Subscription Term**"). During the Subscription Term Customer shall pay the Company the applicable fees set forth in the Order Form (the "**Fees**"). Unless expressly indicated otherwise. Customer hereby authorizes the Company, either directly or through the Company's payment processing services, to charge the Fees via Customer's selected payment method, upon the due date. Unless expressly set forth herein, the Fees are non-cancelable and non-refundable. The Company reserves the right to change the Fees at any time, upon notice to Customer, provided that any increase shall only become effective upon the end of the then-applicable Subscription Term.

8.2. Subscription Auto-Renewal. In order to ensure that Customer will not experience any interruption or loss of services, Customer's Subscription shall automatically renew by default, unless canceled by either the Company or the Customer at least 30 days prior to its expiration, for a renewal period equal in time to the original Subscription Term (excluding any renewal period) or the Renewal Period set forth in the Order Form, at the then applicable Fees.

8.3. Taxes. The Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties (the "**Taxes**"), except for income tax imposed on the Company. If Customer is located in a jurisdiction which requires Customer to deduct or withhold Taxes or other amounts from any amounts due to the Company, Customer shall promptly notify the Company in writing and the Company shall make reasonable efforts to avoid any such Tax withholding, provided, however, that in any case, Customer shall bear the sole responsibility and liability to pay such Tax and such Tax shall be "grossed up" and added on top of the Fees payable by Customer.

8.4. Payment Terms. The Fees set forth in each Order Form are final. Customer shall pay each invoice according to the payment terms set forth in the Order Form. Unless otherwise set forth in the Order Form, the Fees shall be paid annually, in advance, within thirty (30) days of an invoice. All Fees are non-cancelable and non-refundable, unless required otherwise by mandatory law. Delinquent payments may bear compounded interest, as of the payment due date and until paid in full, at a rate equal to the lower of: (i) 1.5% per month, or (ii) the highest rate permitted by law. The aforesaid shall not derogate from any other right or remedy to which the Company may be entitled. Customer will be responsible for all reasonable expenses (including reasonable attorneys' fees) incurred by the Company in collecting any payment. Payment in installments shall not imply that the Customer may terminate the Subscription during the Subscription Term prior to the payment of any installment.

9. **Termination**.

9.1. Termination for Cause. A breach of obligations by either party hereto which is not cured within 60 days from receiving notice thereof, shall entitle the non-breaching party to

immediately terminate these Terms by written notice. Notwithstanding, if a party files for petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes or becomes subject to any action in furtherance of any of the foregoing, the other party will be entitled to terminate these Terms immediately by written notice.

9.2. Termination or Suspension by Company. Company may terminate or suspend Customer's use of and access to the Platform (or any part thereof) immediately, without prior notice or liability, in each of the following events: (i) the Company believes, in its sole discretion, that Customer or any third party is using the Platform in a manner that may impose a security risk, may cause harm to the Company or any third party, and/or may create any liability to the Company or any third party; (ii) if the Company believes, in its sole discretion, that Customer or any third party is using the Platform in breach of these Terms or applicable laws; or (iii) if the Company is unable to charge the Fees through Customer's approved payment means or if any payment is or is likely to become overdue. The aforementioned rights are in addition to any rights and remedies that may be available to the Company in accordance with these Terms and/or under any applicable law.

9.3. Termination by Customer. Customer may terminate its Subscription to the Platform by canceling its Subscription, whereby termination will take effect at the end of the then-current Subscription Term and shall not derogate from Customer's obligation to pay the applicable Fees for the Subscription Term.

9.4. Effect of Termination. Unless expressly indicated otherwise in these Terms, the termination or expiration of these Terms shall not relieve Customer from its obligation to pay due Fees. Upon termination or expiration of these Terms, Customer's Subscription and all rights granted to Customer and the Users hereunder shall terminate, and Customer shall cease to have access to the Platform and any Customer Data and shall remove any Platform components from Customer's systems. Customer is solely responsible to export all available Customer Data prior to such termination or expiration, and following termination or expiration, the Company may delete the Customer Data without retaining any copy thereof. In addition, Customer shall return or destroy, at Company's choice, Company's Confidential Information (as defined below) then in Customer's possession and Customer shall have no claim against the Company in this regard.

9.5. Survival. All the provisions of these Terms which by their nature should survive termination (including, without limitation, confidentiality, ownership and intellectual property, warranty disclaimers, limitations of liability and indemnification) shall remain in full force and effect following termination thereof, for any reason whatsoever. Termination of these Terms shall not relieve Customer from any obligation arising or accruing prior to such termination or limit any liability which Customer otherwise may have to the Company.

10. **Confidentiality**.

10.1. Confidential Information. For purposes of these Terms, the term "**Confidential Information**" shall mean any and all non-public business, product, technology and marketing data and information, whether written, oral or in any other medium disclosed or otherwise provided by either party (the "**Disclosing Party**") to the other party (the

"**Receiving Party**"), that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information which the Receiving Party can prove: (a) is publicly available at the time of disclosure or subsequently becomes publicly available through no act or omission of the Receiving Party in breach of these Terms; (b) is already known to the Receiving Party at the time of disclosure; (c) is disclosed to the Receiving Party free from confidentiality obligations by a third party who is not, to the knowledge of the Receiving Party, in breach of an obligation of confidentiality; or (d) was or is independently developed by the Receiving Party without use of or reliance upon the Confidential Information.

10.2. Confidentiality Obligations. Receiving Party undertakes and warrants that: (i) it shall hold the Confidential Information of Disclosing Party in confidence and shall take all reasonable steps to safeguard and protect the Confidential Information including, without limitation, those steps that it takes to protect its own Confidential Information of a similar nature; (ii) it shall not disclose or otherwise provide any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to those of its employees who have a need to know such Confidential Information for the purpose of fulfilling these Terms and provided that such employees are bound by written confidentiality obligations which are at least as restrictive as those contained herein; (iii) it shall not copy or use the Confidential Information for any purpose except to the extent required to perform its obligations, or exercise its rights, hereunder, whilst maintaining the Disclosing Party's interests; and (iv) if the Receiving Party is requested or legally compelled to disclose any Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, the Receiving Party shall make best efforts to provide the Disclosing Party prompt notice thereof, and, at the request and expense of the Disclosing Party, uses reasonable efforts to limit such disclosure to the extent requested. Receiving party's obligations with respect to Confidential Information shall expire five (5) years from the date of termination or expiration of the last Subscription Term, unless under applicable law a longer period of protection applies.

10.3. Right to Disclose. Company reserves the right to access, read, preserve, and disclose any information that it obtains in connection with the Platform as the Company reasonably believes necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Terms, including to investigate potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to Customer's support requests, and/or (v) protect the rights, property or safety of the Company, its users or the public.

11. **Warranty and Disclaimer**.

11.1. THE COMPANY DOES NOT WARRANT, UNDERTAKE OR GUARANTEE THAT ANY OR ALL SECURITY ATTACKS WILL BE DISCOVERED, REPORTED OR REMEDIED, OR THAT THERE WILL NOT BE ANY SECURITY BREACHES OR VULNERABILITIES IN CUSTOMER'S PRODUCTS, SYSTEMS OR SERVICES. THE COMPANY DOES NOT WARRANT, UNDERTAKE OR GUARANTEE THAT ANY ACTION OR RECOMMENDATION BY THE PLATFORM WILL SATISFY CUSTOMER'S NEEDS OR WILL BE OPTIMAL UNDER THE CIRCUMSTANCES. IN ADDITION, THE COMPANY DOES NOT ASSUME ANY LIABILITY WITH RESPECT

TO THE CUSTOMER'S EV CHARGING SITES' SECURITY AND COMPLIANCE. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ACCESS TO AND USE OF THE PLATFORM, AS WELL AS ANY RELATED SERVICES PROVIDED BY THE COMPANY, ARE AT CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND RESULTS IS SOLELY WITH CUSTOMER.

11.2. EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE PLATFORM AND ANY PROFESSIONAL SERVICES ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, REGARDING THE PLATFORM AND CUSTOMER'S USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SECURITY, COMPATIBILITY OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE USE OF THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS OR EXPECTATIONS, OR THAT ANY PROCESS, ACTION, INFORMATION OR ADVICE OBTAINED BY CUSTOMER AS A RESULT OF THE USE OF THE PLATFORM WILL BE ACCURATE, RELIABLE, EFFECTIVE, PROPER, LAWFUL OR OTHERWISE IN ACCORDANCE WITH THE CUSTOMER'S EXPECTATIONS.

11.3. CUSTOMER IS RESPONSIBLE TO ASSURE THAT THE PLATFORM WILL NOT INTERFERE WITH THE OPERATION OF THE CUSTOMER'S PRODUCES AND SERVICES, SUCH THAT THE CUSTOMER'S PRODUCTS AND SERVICES SHALL PROPERLY FUNCTION EVEN IF THE PLATFORM, OR ANY PART THEREOF, IS DISABLED.

12. **Limitation of Liability**.

12.1. NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

12.2. IN NO EVENT SHALL COMPANY, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AFFILIATES, PROXYS, MEMBERS OR EMPLOYEES BE LIABLE UNDER ANY CONTRACT, TORT OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY: (I) SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES; (II) LOSS OF OR DAMAGE TO CUSTOMER'S SYSTEMS, DEVICES, DATA, INFORMATION, GOODWILL, PROFITS, SAVINGS, OR PURE ECONOMIC LOSS; AND/OR (III) THE FAILURE OF INDUSTRY STANDARD SECURITY MEASURES AND PROTECTIONS; AND/OR (IV) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; REGARDLESS OF (A) WHETHER COMPANY, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE; OR (B) THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).

12.3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S AGGREGATE AND CUMULATIVE LIABILITY FOR ALL DIRECT CLAIMS, DAMAGES AND LOSSES (WHETHER IN CONTRACT, TORT OR OTHERWISE), IS LIMITED TO THE FEES PAID TO THE COMPANY FOR USE OF THE PLATFORM IN THE SIX (6) MONTHS PRECEDING THE CAUSE OF THE CLAIM.

13. **Indemnification**.

13.1. By Company. Company hereby agrees to defend and indemnify Customer against any damages awarded against Customer by a court of competent jurisdiction, or paid in settlement, in connection with a third-party claim, suit or proceeding that the grant of right to use the Platform within the scope of these Terms infringes any valid U.S. patent. Company shall have no obligations or liability hereunder in case (i) the Platform is used in an unlawful manner or in violation of these Terms; (ii) features are provided at the request of the Customer; (iii) the Platform is used in combination with other products, equipment, software, or data not provided by the Company; (iv) the alleged infringement is resulting from processes developed by the Customer or at the Customer's request within the Platform; or (v) the alleged infringement is based on the Customer Data and any other content provided by Customer or its Users or use of the Platform by the Customer. SECTIONS 7.4 AND 15.1 STATE THE COMPANY'S SOLE AND ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY THE COMPANY AND/OR THE PLATFORM AND UNDERLYING TECHNOLOGY.

13.2. By Customer. Without derogating from Company's rights under these Terms and under applicable law, Customer hereby agrees to defend and indemnify Company against any damages awarded against Company by a court of competent jurisdiction, or paid in settlement, in connection with (i) a third party claim, suit or proceeding that use of the Customer Data and any other content provided by Customer and/or the Users, or the use of the Platform by the Customer and/or the Users infringes any intellectual property rights of a third party; (ii) the use or misuse of the Platform by Customer, the Users or any third party using an Account.

13.3. General. The defense and indemnification obligations of the indemnifying Party under this Section 15 are subject to: (i) the indemnifying Party being given prompt written notice of the claim; (ii) the indemnifying Party being given immediate and complete control over the defense and/or settlement of the claim; and (iii) the indemnified Party providing cooperation and assistance, at the indemnifying Party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying Party's defense of, or response to, such claim.

14. **Miscellaneous**.

14.1. Contracting Entity. If the Customer is an entity incorporated in the United States or Canada, "**Company**" means SaiFlow Cyber Ltd., a company incorporated under the laws of the State of Israel. If the Customer is an entity incorporated in any other country, "**Company**" means SaiFlow Cyber Ltd., a company incorporated under the laws of the State of Israel.

14.2. Parties Affiliates. "**Affiliate**" means any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity. Customer Affiliates may use the Platform and the Services subject to these Terms. Customer represents and warrants that it has sufficient rights and the authority to make these Terms binding upon each of its Affiliates. Customer and each of its Affiliates will be jointly and severally liable for the acts and omissions of such Affiliate in connection with these Terms and such Affiliate's use of the Platform and Services, provided however that only Customer may bring any claim against Company on behalf of its Affiliates. An Affiliate of Company may provide the Platform, Services, or a portion thereof, to the Customer and its Affiliates, as applicable, in accordance with these Terms and any applicable Order Form(s) with such Affiliate of Company. Company will (a) be responsible for the provision of Platform and Services by its Affiliates, and (b) not be relieved of its obligations herein if its Affiliates provide the Platform or Services or a portion thereof.

14.3. Export Control. The Platform may be subject to Israeli, U.S. or foreign export controls, laws and regulations (the "**Export Controls**"), and Customer agrees and confirms that: (i) Customer is not located or uses, exports, re-exports or imports the Platform (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; (ii) Customer is solely responsible for complying with applicable Export Controls which may impose additional restrictions, prohibitions or requirements on the use of the Platform.

14.4. Customer's Reference. Customer acknowledges and agrees that the Company has the right to use Customer's name and logo to identify Customer as a customer of Company or user of the Platform, on Company's website, marketing materials or otherwise by public announcements. Customer may revoke such right, at any time, by contacting Company at: contact@saiflow.com. The publication of any additional content related to the Customer's use of the Platform (other than mere reference to the Customer as set forth above) shall require the Customer's prior approval (which may not be unreasonably withheld or delayed). Customer agrees that the Company will publish a case study on the Customer's use of the Platform, subject to the Customer's approval of the content of the case study (which may not be unreasonably withheld or delayed).

14.5. Force Majeure. Neither Company nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the Internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, war, pandemic, terrorism, and governmental action.

14.6. Governing Law; Jurisdiction. These Terms and their performance shall be governed by (a) the laws of the State of Delaware, if the Customer is a US registered entity, or (b) by the laws of the State of Israel, in all other cases, in each case, without regard to conflict of laws' provisions that would result in the application of the laws of any other jurisdiction. The parties hereto submit the exclusive jurisdiction to the courts of (a) the State of Delaware, if the Customer is a US registered entity, or (b) the Tel Aviv district courts of the State of Israel, in all other cases.

14.7. Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAWS, CUSTOMER AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both Customer and the Company agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

14.8. Relationship of the Parties; No Third-Party Beneficiaries. The Parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to these Terms.

14.9. General. The headings used in these Terms are for convenience only and shall in no case be considered in construing these Terms. The schedules and exhibits attached hereto are incorporated herein by this reference.

14.10. Entire Agreement. These Terms (and the other terms, agreements and policies referenced herein) constitute the entire agreement between Customer and the Company with respect to Customer's use of the Platform, and supersede all prior or contemporaneous understandings regarding such subject matter.

14.11. Assignment. Company may assign at any time any of its rights and/or obligations hereunder to any third party without Customer's consent. Customer may not assign any of its rights or delegate any obligations hereunder, in whole or in part without the prior written consent of Company, and any attempt by a Customer to do so shall be deemed null and void.

14.12. Notice. All notices or reports permitted or required under these Terms shall be made by personal delivery, by express courier service (such as FedEx or UPS) that requires proof of delivery, certified or by registered mail, return receipt requested, or by electronic mail, and shall be deemed effective (a) if mailed, 5 business days after mailing; (b) if made by personal delivery or sent by messenger or express courier service, upon delivery; and (c) if sent via electronic mail, upon transmission and electronic confirmation of receipt or (if transmitted and received on a non-business day) on the first business day following transmission and electronic confirmation of receipt.

14.13. Severability. If a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it valid, enforceable and legal.

1.1. No Waiver. The failure of the Company to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed by Company in writing.

Last Updated: Dec 14, 2023