



GINZI TERMS OF SERVICE

Last Updated: 16.7.2023

By accessing and using Ginzi's website located at <https://www.ginzi.io/> (the "Site") and/or any of the Services (defined below) offered by Ginzi.io Ltd. or its affiliates ("Ginzi"), you agree to be bound by these Terms of Service and all terms incorporated herein by reference, including our Privacy Policy (collectively, this "Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, CLICKING "I AGREE," OR OTHERWISE MANIFESTING YOUR ASSENT TO THIS AGREEMENT, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE A CUSTOMER (AS DEFINED BELOW), ALL ORDER FORMS (AS DEFINED BELOW) WILL BE GOVERNED BY THIS AGREEMENT AND YOUR EXECUTION OF AN ORDER FORM CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE USING THE SERVICES ON BEHALF OF A CUSTOMER, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON SUCH CUSTOMER'S BEHALF AND THAT SUCH CUSTOMER AGREES TO BE RESPONSIBLE TO GINZI IF YOU BREACH ANY TERM OF THIS AGREEMENT.

1. **DEFINITIONS.** The following capitalized terms have the meanings set forth below:

"**Affiliate**" means, with respect to either Party, any person, organization or entity controlling, controlled by or under common control with, such Party. For purposes of this definition only, "control" of another person, organization or entity will mean the possession, directly or indirectly, of the power to direct or cause the direction of the activities, management or policies of such person, organization or entity, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, "control" will be deemed to exist when a person, organization or entity (i) owns more than fifty percent (50%) of the outstanding voting stock or other ownership interest of the other organization or entity, or (ii) possesses, directly or indirectly the power to elect or appoint more than fifty percent (50%) of the members of the governing body of the other organization or entity.

"**Beta Offerings**" means pre-release services, features, or functions identified as alpha, beta, preview, early access, or words or phrases with similar meanings.

"**Customer**" means the entity that enters into any Order Form hereunder.

"**Customer Data**" means non-public data or information inputted or uploaded to the Services by or on behalf of Customer to Ginzi to enable the provision of the Services.

"**Feedback**" means any suggestions, feedback, comments or other input related to the Services, or any enhancements, improvements, modifications or derivative works of the Services that are provided by Customer or any User. Feedback does not include any Customer Data.

"**Intellectual Property Rights**" means all valid patents, trademarks, copyrights, trade secrets, moral rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof, and all improvements to any of the foregoing, regardless of whether any of such rights arise under the laws of any state, country or other jurisdiction.

"**Personal Data**" means any information that identifies or could be used to identify an individual.

"**Security Incident**" means any accidental or unauthorized disclosure of or access to any Personal Data included in the Customer Data.

"**Services**" means Ginzi's proprietary software-as-a-service solution(s) as may be updated or otherwise modified from time to time, and all intellectual property contained therein, including the Ginzi application programming interfaces (APIs), all as described in the applicable Order Form. The Services use Natural Language Processing to help customers to identify recurrent questions and optimize support responses.

"**Site User**" means any visitor to or user of the Site who is not a Customer.

"**Subscription Scope**" means any Services usage and/or consumption limitations and parameters set forth in the Order Form.

"**Usage Data**" means non-Customer-identifying information, data, analyses, and/or intelligence relating to the operation, support, and/or use of the Services by Customer and its Users.

"**Users**" means employees or contractors of Customer and/or its Affiliates who are authorized by Customer to access and use the Service.

2. **SITE USERS**

2.1. As a Site User, you can browse the public-facing areas of the Site and access and use all publicly available content, features and functionality on the Site. However, you cannot use the Services. In order to use the Services, you must be Customer or an

authorized User of a Customer. We reserve the right to modify the Site and the content, features or functionality of the site, and/or terminate these Terms of Use and your access to the Site, at any time, with or without notice to you.

- 2.2. The Site may contain links to third-party websites (“**External Sites**”). The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. Ginzi is not responsible for the content of any linked External Sites and does not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

3. SUBSCRIPTION

- 3.1. **License.** Subject to the terms and conditions of this Agreement and the Subscription Scope, Ginzi grants Customer a limited, worldwide, non-exclusive, non-assignable (except as provided in Section 12.2 (*Assignment*) below), non-sublicensable (subject to Section 3.5), non-transferable right and license, during the Subscription Term (defined below), to access and use the Services solely for Customer’s internal end-use (collectively, the “**Subscription**”).
- 3.2. **Account Setup.** After Customer receives access to the Service, it shall then set up an administrative account with Ginzi, by submitting the information requested in the applicable Services interface (“**Account**”), and each User shall set up a user account (each, a “**User Account**”, and references herein to the “**Account**” shall be deemed to include all such User Accounts if applicable). Customer represents that all information submitted during the registration process, including Customer Data, is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep any API keys, user ID and password information strictly confidential and not share such information with any unauthorized person.
- 3.3. **Restrictions.** As a condition to the Subscription, and except as expressly permitted otherwise under this Agreement, Customer shall not do (or permit or encourage to be done) any of the following license restrictions (in whole or in part): (a) copy, “frame” or “mirror” the Services; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Services to any third party (such as offering it as part of a time-sharing, outsourcing or Services bureau environment); (c) publicly perform, display or communicate the Service; (d) modify, alter, adapt, arrange, or translate the Services; (e) systematically collect any data from the Services (by scraping or otherwise), attempt to re-identify de-identified data from the Service’s platform, decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code, non-public APIs, or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (f) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in the Service; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (h) make a derivative work of the Service, or use it to develop any Services or product that is the same as (or substantially similar to) it; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; (j) employ any hardware, software, device, or technique to pool connections or reduce the number of licenses, servers, nodes, or Users that directly access or use the Services (sometimes referred to as ‘virtualization’, ‘multiplexing’ or ‘pooling’) in order to circumvent the Subscription Scope; (k) forge or manipulate identifiers in order to disguise the origin of any data or content inputted or uploaded to, or transmitted through, the Services by Customer; or (l) take any action that imposes or may impose (as determined in Ginzi’s reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure.
- 3.4. **Ginzi APIs.** If Ginzi makes access to any APIs available as part of the Services, Ginzi reserves the right to place limits on access to such APIs. Further, Ginzi may monitor Customer’s usage of such APIs and limit the number of calls or requests Customer may make if Ginzi believes that Customer’s usage is in breach of this Agreement or may negatively affect the security, operability, or integrity of the Services (or otherwise impose liability on Ginzi).
- 3.5. **Reservation of Rights.** For the avoidance of doubt, the Services (including any software made available hereunder) are only licensed, and no title in or to the Services (or such software) passes to Customer. Any rights not expressly granted herein are hereby reserved by Ginzi and its licensors, and, except for the License, Customer is granted no other right or license to the Service, whether by implied license, estoppel, exhaustion, operation of law, or otherwise.
- 3.6. **Trial Subscriptions.** If Customer receives free access or a trial or evaluation subscription to the Services (a “**Trial Subscription**”), then Customer may use the Services in accordance with the terms and conditions of this Agreement for a period of fourteen (14) days or such other period granted by Ginzi (the “**Trial Period**”). Trial Subscriptions are permitted solely for Customer’s use to determine whether to purchase a paid subscription to the Services. Trial Subscriptions may not include all functionality and features accessible as part of a paid Subscription Term. If Customer does not enter into a paid Subscription Term, this Agreement and Customer’s right to access and use the Services will terminate at the end of the Trial Period. Ginzi has the right to terminate a Trial Subscription at any time for any reason. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GINZI WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL SUBSCRIPTIONS.
- 3.7. **Beta Offerings.** Customer may choose to use Beta Offerings in its sole discretion. Beta Offerings may not be supported and may be changed at any time without notice. Beta Offerings may not be as reliable or available as the Service. Beta Offerings are not subject to the same security measures as in the Security Policy. Ginzi will have no liability arising out of or in connection with Beta Offerings. CUSTOMER USES BETA OFFERINGS AT ITS OWN RISK.

4. SUPPORT SERVICES

During the Subscription Term, and subject to Customer's payment of the Subscription Fees, Ginzi (and/or its Affiliates) shall provide Customer technical support and maintenance services set forth in **Exhibit A** hereto ("**Support Services**"). The Support Services (in whole or in part) may be performed by Ginzi-certified third-party service providers and Ginzi shall remain primarily responsible for such Services providers' performance of the Support Services.

5. PAYMENT

5.1. Subscription Fees. Concurrently with or immediately following the execution of an Order Form and as a condition to the provision of the Services, Customer shall pay Ginzi the Subscription fees specified in the Order Form (the "**Subscription Fees**") and in accordance with this Section 5.

5.2. General. Unless expressly stated otherwise in the Order Form: (a) all Subscription Fees are stated, and are to be paid, in US Dollars (USD); (b) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; (c) all Subscription Fees are payable, and shall be invoiced, in advance, and shall be paid concurrently with or immediately after the execution of this Agreement against an invoice to be issued by Ginzi concurrently with or immediately after the execution of this Agreement against an invoice to be issued by Ginzi.

5.3. Suspension. Ginzi reserves the right to temporarily suspend provision of the Services: (a) if Customer is seven (7) days or more overdue on a payment; (b) if Ginzi deems such suspension necessary as a result of Customer's breach under Section 3.3 (*Restrictions*); (c) if Ginzi reasonably determines suspension is necessary to avoid material harm to Ginzi, to its other customers, or to the Service, including if the Service's cloud infrastructure is experiencing denial of Services attacks or other attacks or disruptions outside of Ginzi's control, or (d) as required by law or at the request of governmental entities.

5.4. Taxes. Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Ginzi's net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Ginzi shall be increased by the amount necessary so that Ginzi receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, Customer shall promptly provide such purchase order (or number) to Ginzi. Any terms or conditions (whether printed, hyperlinked, or otherwise) in a purchase order or related correspondence, which purport to modify or supplement this Agreement (or the corresponding Order Form), shall be void and of no effect.

6. OWNERSHIP

6.1. Ginzi reserves all rights, title and interest in and to the Services and all related software and technology, as well as all improvements and modifications to and derivative works of any of the foregoing, together with all related intellectual property rights. No rights are granted to Customer or any User, hereunder, whether by implied license, estoppel, operation of law or otherwise, other than the limited license expressly set forth above. Without limiting the foregoing, Ginzi (and/or its licensors, as applicable) is, and shall be, the sole and exclusive owner of all right, title and interest (including without limitation all Intellectual Property Rights) in and to (i) the Service, all related software and technology, and all intellectual property rights in the foregoing; (ii) its Confidential Information; (iii) all Usage Data; all Aggregate Data; and any and all suggestions, improvements, derivative works, enhancement requests and/or modifications of/to any of the foregoing, regardless of inventorship or authorship, including, without limitation, all Feedback.

6.2. Customer hereby irrevocably assigns to Ginzi any rights that Customer may have in any of the foregoing and shall make all assignments and/or waivers necessary or reasonably requested by Ginzi to ensure and/or provide Ginzi (and/or its designee(s)) the ownership rights set forth in this paragraph. Ginzi shall not be required to make any payment or provide any royalty or attribution to Customer or any third party in connection with any such assignment.

7. PRIVACY AND SECURITY

7.1. Customer Rights and Obligations. As between the parties hereto, Customer is, and shall be, the sole and exclusive owner of all Customer Data. Customer hereby grants Ginzi and its Affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Ginzi's sub-processors), non-transferable right and license, during the Term, to access and use the Customer Data, including without limitation for Ginzi's provision of the Services and/or other services provided hereunder. Customer represents and warrants that: (a) no processing (including, without limitation, the submission) of Customer Data under this Agreement (whether by Ginzi or its Affiliates) will violate any law, proprietary right, or privacy right; and (b) it is responsible for obtaining and maintaining all required rights, consents, authorizations and licenses, and all ongoing legal bases (if applicable), necessary to provide, make available, and otherwise expose Customer Data to Ginzi, its Affiliates, and Ginzi's sub-processors.

7.2. Compliance with Applicable Privacy Laws. The parties hereto further agree to comply with their respective obligations under applicable privacy laws and regulations (including, without limitation, the Israeli Privacy Protection Law, 1981, and the regulations promulgated thereunder (including but not limited to the Privacy Protection Regulations (Data Security) 2017)).

- 7.3. Security. Ginzi will undertake all reasonable security measures required in accordance with applicable privacy and security regulations, and at Customer's written request will provide a written description of, and rationale for, Ginzi's technical and organizational measures implemented, or to be implemented, to protect Customer Data. Notwithstanding the above, Ginzi shall not be responsible for any Security Incident or other loss, destruction, alteration, unauthorized disclosure or corruption of Customer Data caused by Customer, any third party acting on behalf of Customer, or anything outside of Ginzi's reasonable control. Ginzi will (i) use commercially reasonable efforts to notify Customer of any Security Incident within 48 hours of becoming aware of such Security Incident; (ii) take measures and actions as are reasonably necessary to remedy or mitigate the effects of such Security Incident; and (iii) keep Customer informed of developments in connection with the Security Incident.
- 7.4. Anonymous Data. Ginzi shall have the right to fully anonymize the Customer Data during the Subscription Term ("**Anonymous Data**"). Customer hereby grants Ginzi a worldwide, non-exclusive, perpetual (during the Term and thereafter), irrevocable, royalty-free, sublicensable, and transferable license to utilize, modify, analyze, process, perform, display, and distribute Anonymous Data for its own business purposes.
- 7.5. Personal Data. Any Personal Data included in the Customer Data or collected from Users or Site Users will be subject to Ginzi's Privacy Policy, which is hereby incorporated herein by reference.

8. CONFIDENTIALITY Each party hereto (the "**Recipient**") may have access to certain non-public or proprietary information and materials of the other Party (the "**Discloser**"), whether in tangible or intangible form ("**Confidential Information**"). Confidential Information shall not include information and material which, the Recipient can establish by written documentation: (a) at the time of disclosure by Discloser to Recipient hereunder, is in the public domain; (b) after disclosure by Discloser to Recipient hereunder, becomes part of the public domain through no fault of the Recipient; (c) was rightfully in the Recipient's possession at the time of disclosure by the Discloser hereunder, and which is not subject to prior continuing obligations of confidentiality; (d) is rightfully disclosed to the Recipient by a third party having the lawful right to do so; or (e) independently developed by the Recipient without use of, or reliance upon, Confidential Information received from the Discloser. The Recipient shall not disclose or make available the Discloser's Confidential Information to any third party (including without limitation by way of publishing), except to its employees, contractors, advisers, agents and investors, subject to substantially similar written confidentiality undertakings). Recipient shall take commercially reasonable measures, at a level at least as protective as those taken to protect its own Confidential Information of like nature (but in no event less than a reasonable level), to protect the Discloser's Confidential Information within its possession or control, from disclosure to a third party. The Recipient shall use the Discloser's Confidential Information solely for the purposes expressly permitted under this Agreement. In the event that Recipient is required to disclose Confidential Information of the Discloser pursuant to any Law, regulation, or governmental or judicial order, the Recipient will (a) promptly notify Discloser in writing of such Law, regulation or order, (b) reasonably cooperate with Discloser in opposing such disclosure, (c) only disclose to the extent required by such law, regulation or order (as the case may be). Upon termination of this Agreement, or otherwise upon written request by the Discloser, the Recipient shall promptly return to Discloser its Confidential Information (or if embodied electronically, permanently erase it), and certify compliance in writing.

Notwithstanding anything in this Agreement to the contrary, the pricing and payment terms under the Order Form are confidential to Ginzi, and Customer shall not disclose such Confidential Information to any third party (except its accountants and lawyers), without Ginzi's prior express written consent.

9. DISCLAIMERS THE SERVICES AND THE SITE ARE PROVIDED AND MADE AVAILABLE HEREUNDER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALL EXPRESS, IMPLIED AND STATUTORY CONDITIONS AND WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION, NON-INFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED. GINZI DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION REGARDING, WITHOUT LIMITATION, THE EFFECTIVENESS, USEFULNESS, RELIABILITY, TIMELINESS, COMPLETENESS, OR QUALITY OF THE FOREGOING, OR AS REGARDS COMPLIANCE WITH ANY LAWS OR REGULATIONS. GINZI WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR HOSTING PROVIDERS.

GINZI DOES NOT WARRANT THAT (I) THE FUNCTIONS CONTAINED IN THE SERVICES AND THE SITE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND THE SITE WILL BE ACCURATE OR RELIABLE, (III) THE QUALITY OF SITE AND SERVICES WILL MEET YOUR EXPECTATIONS, (IV) THAT THE SERVICES AND THE SITE WILL OPERATE ERROR FREE, TIMELY, SECURE OR IN AN UNINTERRUPTED MANNER, OR (V) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SERVICES AND THE SITE ARE FULLY COMPATIBLE WITH ANY PARTICULAR PLATFORM.

10. LIMITATION OF LIABILITY

- 10.1. EXCEPT FOR BREACHES OF CONFIDENTIALITY UNDER SECTION 8 (*CONFIDENTIALITY*), A BREACH OF SECTION 3.3 (*RESTRICTIONS*) AND/OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:
- (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;

- (B) ANY LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REVENUE, CONTRACTS, ANTICIPATED SAVINGS, OR WASTED EXPENDITURE;
- (C) ANY LOSS OF, OR DAMAGE TO, DATA, INFORMATION SYSTEMS, REPUTATION, OR GOODWILL; AND/OR
- (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

- 10.2. THE COMBINED AGGREGATE LIABILITY OF GINZI AND ALL GINZI AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE GIVING RISE TO LIABILITY.
- 10.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SET OUT IN THIS SECTION (*LIMITATION OF LIABILITY*) SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF A PARTY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION, OR OTHERWISE.

11. INDEMNIFICATION To the fullest extent permitted by applicable law, Customer agrees to indemnify, defend and hold harmless Ginzi, its officers, directors, employees, agents, subsidiaries, Affiliates, representatives and other partners, predecessors, successors and assigns (individually and collectively, the “**Ginzi Indemnified Parties**”), from and against all actual or alleged third-party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) Customer’s use or misuse of Services, (b) Customer’s violation of the terms of this Agreement, (c) Customer’s violation of the rights of another, (d) any Feedback you provide and/or (e) Customer’s violation of any applicable law or regulation. Customer agrees to promptly notify Ginzi of any third-party Claims and cooperate with the Ginzi Indemnified Parties in defending such Claims. Customer further agree that the Ginzi Indemnified Parties shall have control of the defense or settlement of any third-party Claims.

12. TERM AND TERMINATION OF ORDER FORMS

- 12.1. **Term.** An Order Form shall commence on the effective date set forth under the Order Form and will continue for the subscription period(s) set forth under the Order Forms, unless terminated earlier as provided in this Agreement.
- 12.2. **Monthly Subscription.** The minimum Subscription term is one (1) month (“**Monthly Subscription**”), for which the subscription period shall be one month commencing on the first day of the calendar month immediately following the execution of this Agreement unless otherwise stated in the Order Form. Unless expressly stated otherwise in an Order Form, if the Customer does not terminate the Monthly Subscription in accordance with this Agreement, the Monthly Subscription shall be renewed automatically for the next calendar month and the same shall apply thereafter.
- 12.3. **Annual Subscriptions.** For annual subscription the initial term will be following the execution of this Agreement for the period of one (1) calendar year (the “**Annual Subscription**”). Unless expressly stated otherwise in an Order Form, unless either party provides written notice of non-renewal to the other party ninety (90) days prior to expiration of the Annual Subscription, upon the expiration of the Annual Subscription any Order Form in effect under this Agreement will automatically renew for successive renewal terms of one calendar year.
- 12.4. **Termination for Breach.** Each party hereto may terminate an Order Form immediately upon written notice to the other Party if the other party commits a material breach under this Agreement and, if curable, fails to cure that breach (if curable) within fourteen (14) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven (7) days).
- 12.5. **Termination for Bankruptcy.** Each party may terminate an Order Form upon written notice to the other party upon the occurrence of any of the following events in respect of such other party: (a) a receiver is appointed for the other party or its property, which appointment is not dismissed within sixty (60) days; (b) the other party makes a general assignment for the benefit of its creditors; (c) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor’s relief law, which proceedings are not dismissed within sixty (60) days; or (d) the other party is liquidating, dissolving or ceasing normal business operations.
- 12.6. **Effect of Termination: Survival.** Upon termination of an Order Form for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Services thereunder, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information (excluding Anonymous Data) of Ginzi in Customer’s possession or control. Upon termination, all outstanding Subscription Fees and other charges that accrued as of termination shall become immediately due and payable, and if necessary Ginzi shall issue a final invoice therefor. Sections 5 (*Ownership*) through 12 (*Miscellaneous*) shall survive termination of any Order Form, as shall any right, obligation or provision that is expressly stated to so survive or that ought by its nature to survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

13. **MISCELLANEOUS**

13.1. **Changes to these Terms of Service.** Ginzi reserves the right to revise and update these Terms of Service from time to time in its sole discretion. Please take a look at the "LAST UPDATED" legend at the top of this page to see when these Terms of Service were last revised. Any such revision or modification will become effective immediately upon posting of the revised Terms of Service on our website. Your continued use of the Site and/or Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

13.2. **Entire Agreement and Amendments.** These Terms of Service, or, if applicable, the Agreement, represents the entire agreement between you and Ginzi with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written understandings and statements by you and Ginzi with respect to such subject matter. If applicable, in the event of a conflict between the terms contained herein and the terms of any Order Form, the terms contained herein shall control, unless the Order Form specifically states otherwise.

13.3. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior express written consent of the other party; except, however, that either party may, upon written notice, assign this Agreement in whole to: (A) an Affiliate; or (B) a successor in connection with a merger, consolidation, or acquisition of all or substantially all of the assigning party's assets or business relating to this Agreement. Any prohibited assignment will be null and void. Subject to the provisions of this Section (Assignment), this Agreement will bind and benefit each party and its respective successors and assigns.

13.4. **Governing Law; Jurisdiction.**

If you are based in Israel: these Terms of Use, or, if applicable, the Agreement, shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to any conflicts of laws rules or principles; and any claim, dispute or controversy between you and Ginzi will be subject to the exclusive jurisdiction and venue of the courts located in Jerusalem, Israel, and each of you and Ginzi hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

If you are based in the USA: these Terms of Use, or, if applicable, the Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York, USA, without regard to any conflicts of laws rules or principles; and any claim, dispute or controversy between you and Ginzi will be subject to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York, USA, and each of you and Ginzi hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

If you are based in a location outside of Israel and the USA: these Terms of Use, or, if applicable, the Agreement, shall be governed by, and construed in accordance with, the laws of England and Wales, without regard to any conflicts of laws rules or principles; and any claim, dispute or controversy between you and Ginzi will be subject to the exclusive jurisdiction and venue of the state and federal courts located in London, England, and each of you and Ginzi hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply and is hereby disclaimed.

Notwithstanding the foregoing, each party may seek equitable relief in any court of competent jurisdiction.

EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY. EXCEPT TO SEEK EQUITABLE RELIEF, OR TO OTHERWISE PROTECT OR ENFORCE A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY OBLIGATIONS, NO ACTION, REGARDLESS OF FORM, UNDER THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER TERMINATION OF THESE TERMS OF USE, OR, IF APPLICABLE, THE AGREEMENT.

13.5. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such provision will be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such illegality, invalidity or unenforceability), and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.

13.6. **Publicity.** Ginzi may use Customer's name and logo to identify Customer as a Ginzi customer of the Services, including on Ginzi's Site. Ginzi agrees that any such use shall be subject to Ginzi complying with any written guidelines that Customer may deliver to Ginzi regarding the use of its name and shall not be deemed Customer's endorsement of the Services.

13.7. **Waiver and Remedies.** No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, duly signed by the waiving party, and will be valid only in the specific instance in which given. Except as may be expressly provided otherwise in this Agreement, no right or remedy conferred upon or reserved by either party under this Agreement is intended to be, or will

be deemed, exclusive of any other right or remedy hereunder, at law, or in equity, but will be cumulative of such other rights and remedies.

- 13.8. Relationship. The relationship of the parties hereto is solely that of independent contractors, neither party nor its employees are the servants, agents, or employees of the other, and no exclusivities arise out of this Agreement. Nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venture, partnership, association, or otherwise between the parties hereto. Neither party hereto has any authority to enter into agreements of any kind on behalf of the other party and neither party will create or attempt to create any obligation, express or implied, on behalf of the other party.
- 13.9. Force Majeure. If any performance (excluding payment obligations) under this Agreement by either party is prevented, hindered, or delayed by reason of an event of Force Majeure (defined below), the party so affected shall be excused from such performance to the extent that, and for so long as, performance is prevented, interrupted, or delayed thereby, provided that such party so affected shall promptly notify the other party of the occurrence of such event. If and when performance is resumed, all dates specified in this Agreement and/or in any purchase orders accepted pursuant to this Agreement shall be automatically adjusted to reflect the period of such prevention, interruption, or delay by reason of such event of Force Majeure. For purposes of this Agreement, “**Force Majeure**” means: (a) fire, flood, earthquake, explosion, pandemic or epidemic or similar regional health crisis(including COVID-19), or act of God; (b) strikes, lockouts, picketing, concerted labor action, work stoppages, other labor or industrial disturbances, or shortages of materials or equipment, not the fault of either party; (c) invasion, war (declared or undeclared), terrorism, riot, or civil commotion; (d) an act of governmental or quasi-governmental authorities; (e) failure of the internet or any public telecommunications network, hacker attacks, denial of Services attacks, virus or other malicious software attacks or infections, shortage of adequate power or transportation facilities; and/or (f) any matter beyond the reasonable control of the affected party. Notwithstanding the foregoing, Customer shall not be entitled to use, or rely on, this Section (*Force Majeure*) in connection with any Customer breach of the Subscription and/or Ginzi’s Intellectual Property Rights. Any problems relating to hosting of the Services by a third party is deemed beyond the reasonable control of Ginzi.
- 13.10. Notices. All notices or other communications provided for in connection with this Agreement shall be in writing and shall be given in person, by courier, by facsimile, email, or by registered or certified mail, postage prepaid, addressed as set forth above. All notices and other communications delivered in person or by courier services shall be deemed to have been given as of one business day after sending thereof, those given by facsimile transmission with confirmation or receipt shall be deemed to have been given as of the date of transmission thereof (provided that such date is a business day in the country of receipt and if not, the next business day), and all notices and other communications sent by registered mail shall be deemed given three (3) days after posting. Notices sent by email shall be deemed received upon receipt of such email.
- 13.11. Contact. If you have any questions (or comments) concerning this Agreement, you are welcome to send us an email at: sales@ginzi-ai.com and we will make an effort to reply within a reasonable timeframe.

EXHIBIT A

Support Services

1. Service Availability.

1.1 **Standards.** “**Availability**” means that access to the Services are available to Customer. The Services shall perform in accordance with the following standards:

System Availability Measure	Standards
Software Services monthly uptime	99%*

* Excludes scheduled downtime (of which Ginzi will give at least one (1) business days’ notice and which Ginzi will reasonable efforts to schedule during weekend hours from Friday 5:00 p.m., Israel time, to Sunday 5:00 a.m., Israel time), not to exceed forty-eight (48) hours in any twelve (12) month period; excludes unavailability to the extent attributable to the Customer’s own systems, failure due to external services and Force Majeure.

2. Technical Support & Problem Resolution.

2.1 **Technical Support.** Ginzi will provide support during business hours, 9:00 a.m. – 6:00 p.m. Israel time Sunday - Thursday via email at [email] for general advice and technical support, as well as technical assistance and remediation for operational issues as further described below.

2.2 **Problem Resolution.** Ginzi will make commercially reasonable efforts to correct problems that are reported by Customer, excluding problems attributed to the Customer’s own systems, to external services or to force majeure, in accordance with the following table (Fix Times):

Priority	Description	Response and Resolution Efforts
1	A condition which makes the use or continued use of the Services impossible.	Ginzi will respond to and Ginzi’s senior engineers will commence efforts to fix Priority 1 problems no later than ten (10) hours after Customer’s report of such problem or Ginzi’s detection of such problem, whichever is earlier. Ginzi will use continuous efforts, twenty-four (24) hours per day, seven (7) days per week to provide an acceptable fix or workaround for the Priority 1 problem.
2	Other than any Priority 1 problem, any condition which makes the use or continued use of any one or more critical functions of the Services difficult and which Customer cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.	Ginzi will respond to and Ginzi’s senior engineers will commence efforts to fix Priority 2 problems no later than one (1) business day after Customer’s report of such problem. Ginzi will use continuous efforts to fix or provide a workaround for Priority 2 problems during normal business hours.
3	Other than any Priority 1 or Priority 2 problem, any limited problem condition which is not critical and with which Customer can continue to use the Services without the expenditure of significant time or effort.	Ginzi will respond to Priority 3 problems within 2 business days after Customer’s report of such problem, Ginzi will prioritize Priority 3 problems alongside other problems and feature requests.