

END-USER LICENSE AGREEMENT

This End User License Agreement (the “EULA”) set forth the terms and conditions pursuant to which **Wide View Data Ltd.** (“Wideview”) grants its customers with a license to access and use e-commerce business management platform (the “Platform”). In this EULA, the term (“Company”, “we”, “our”, “us”) shall mean any of Wide View Data Ltd., an Israeli company. The term “Customer” shall mean such entity listed on the applicable purchase order as the end-user of the Platform.

WHEREAS, this EULA is attached to such purchase order form, describing the scope, license period, financial and other terms applicable to the Customer’s purchase of the license to use the Platform, [whether purchased directly from the Company or through an authorized reseller or intermediary] (the “Order”).

1. License to the Platform.

- 1.1. Subject to Customer’s compliance with the terms and conditions of this EULA, the Company hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license, to access and use the Platform for lawfully integrating all e-commerce data and fuse it with the Customer’s plans and goals, for the benefit of the Customer (the “Permitted Purpose”).
- 1.2. Any associated or supplementary Wideview services purchased by the Customer in connection with the Platform shall be governed by the terms and conditions of this EULA.
- 1.3. The Customer shall not, directly or indirectly, authorize or permit any other third party to access or use the Platform or use the Customer’s credentials to do so. The Customer shall securely store and protect the login information to the Platform and shall maintain a system of controls to prevent unauthorized use of the Platform.
- 1.4. Company is not responsible for any content and/or information that may become available to the Customer or is otherwise accessed through the Platform. The Customer acknowledges and agrees that the Platform may utilize and/or contain links and references to third party websites and applications (e.g., indicators of compromise data and forums). The Company does not make any representations or warranties whatsoever with respect to such websites or applications, including with respect to the availability thereof and the information contained therein. The Company may cease using any such links, application or third party websites at any time and without notice. In no event shall the Company be responsible or liable in any way for the use of such links or third party websites or applications, the information derived therefrom or contained therein, or the Customer’s reliance thereon. It is understood that the Company does not monitor such information, nor has any obligation to assist the Customer with any compliance requirements related to such information.

2. Proprietary Rights.

- 2.1. All right, title, and interest in and to the Platform, including all Intellectual Property rights relating thereto, embodied thereby or incorporated therein, are the exclusive property of the Company and exclusive title to the foregoing shall at all times remain with the Company. Except for the limited rights and licenses expressly granted herein, nothing in this EULA grants the Customer any rights to the Platform.
- 2.2. The Customer may not use any of the names, trademarks, service marks, trade names or logos imprinted on any part of the

Platform or its documentation without the Company’s express prior written consent.

- 2.3. The Customer shall not, directly or indirectly, (a) decompile, disassemble, decode, re-engineer or reverse engineer the Platform or any part thereof, otherwise reduce the Platform to human-perceivable form, or otherwise derive or gain access to any source code of the Platform; (b) resell, transfer, assign, sublicense, pledge, lease, rent, lend, distribute, publish, share, or otherwise make available the Platform or any of its rights under this EULA to any third party; (c) modify, remove, or obscure, Company’s names, logos, trademarks, warranties or disclaimers placed in or on the Platform; (d) make any modification, enhancement, copies, or other derivative work of the Platform (or any part thereof).
- 2.4. In addition, Content found on or through this Service are the property of Wideview or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

3. Confidentiality.

- 3.1. As used in this EULA, “Confidential Information” shall mean any and all confidential, proprietary or other non-public information disclosed or made available by one party to the other, in any form or medium and including such information retained via use of the Platform. Notwithstanding the foregoing, Confidential Information will not include information which (i) is or becomes available to the public through no breach of the receiving party, (ii) was rightfully known without restriction on use or disclosure prior to such information being disclosed or made available to the receiving party, (iii) is received from a third party entitled to disclose such information without restriction.
- 3.2. Each party undertakes that it (a) shall not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this EULA and (b) shall not disclose or permit access to Confidential Information and safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.
- 3.3. If a party is compelled by applicable law to disclose any Confidential Information, then prior to such disclosure, such party shall (a) promptly, except to the extent prohibited by applicable law, notify the other in writing of such requirement

and (b) disclose only that portion of Confidential Information which is legally required to be disclosed.

- 3.4. This provision shall not derogate from any Non-Disclosure Agreement already signed with the Customer, if any.

4. Data Protection.

- 4.1. Any data processed by the Company with respect to Customer's use of the Platform, shall be done in compliance with any applicable laws pertaining to privacy or data protection, including the European General Data Protection Regulation (GDPR), and is subject to the Company's privacy policy, the privacy policy can be found at the following URL: - <https://www.wideview.io/privacy-policy>
- 4.2. Company may use information provided by the Customer, for internal purposes in order to provide and improve the Platform, including to provide technical support and maintenance, to administer the Platform, for internal studies and quality assurance.

5. Customer Obligations; Scope of Use.

- 5.1. In order to use the Platform, the Customer will need to designate certain search words in the Platform ("Assets"). Customer submission of an Asset shall be deemed a representation and warranty by the Customer that it has a right to use an Asset in compliance with the terms and conditions of this EULA. The Customer shall ensure that the Assets remain current and that any updates or changes to the Assets are promptly provided to the Company. Customer shall not use a number of Assets higher than the maximum number of Assets included in the Customer's subscription.
- 5.2. The Company reserves the right to approve or reject any Asset and Customer shall reasonably cooperate with the Company's Asset verification process, including providing information to support the Customer's right to use Assets.
- 5.3. The Customer shall not access or use the Platform in any manner or for any purpose that violates any applicable law or may induce or solicit a conduct that could reasonably be expected to violate any applicable Law.
- 5.4. Without derogation from the aforesaid, including the Customer's obligation to use the Platform in compliance with this EULA, applicable law, and solely for the Permitted Purpose, the Customer shall not use the Platform for any unlawful purpose, including:
- (a) Facilitating any unauthorized access to computer data or systems;
 - (b) Searching, using, storing or transmitting any leaked or otherwise stolen information not owned by the Customer;
 - (c) Accessing any users' credentials or passwords, unless such credentials are associated with the business of the Customer.
 - (d) seeking information or business intelligence regarding third parties other than the Customer and its Affiliates.
- The Customer further agrees to refrain from accessing or otherwise utilizing or benefitting from any information gained through use of the Platform that could constitute a third party's confidential information or trade secret.

6. Fees and Payment.

- 6.1. Fees to purchase a license to use the Platform, and/or any additional SOMEONE' services, products or upgrades, shall be

as stated in the applicable Order ("Fees"). Except as may be otherwise set forth in an Order, the Customer shall pay all Fees by wire transfer within 30 days as of receipt of Company's duly issued invoice, in the currency listed in the Order. Company reserves the right to increase its Fees by up to 5% annually.

- 6.2. All Fees and other amounts payable by the Customer pursuant to any Order are exclusive of all taxes and similar assessments, and Customer is responsible for all taxes, other than any taxes imposed on the Company's income.

All Fees will be payable to in full without any setoff, recoupment, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7. License Term and Termination.

- 7.1. This EULA is effective as of Customer's first use of the Platform, for such license term defined in the Order ("License Term"), which will renew automatically for additional 12 months terms, unless terminated earlier in accordance with the provisions herein below.
- 7.2. This EULA may be terminated by either party upon any of the following:
- (a) with immediate effect upon written notice to the other party, if the other party breaches this EULA (including Section 5 herein or by failing to timely pay any Fees) and such breach (i) is incapable of cure or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides a notice of such breach. Company may disable and suspend the Customer's use of the Platform during the notice period however that the Company shall use its commercially reasonable efforts to notify the Customer of such suspension as promptly as practicable after commencement of the suspension.
 - (b) upon written notice to the other party at least ninety (90) days prior to the renewal of any then current License Term; or
 - (c) effective immediately, if the other party is dissolved or liquidated or takes any corporate action for such purpose; becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; makes or seeks to make a general assignment for the benefit of its creditors; or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.
- 7.3. Upon termination or expiration of this EULA: (a) the licenses and all other rights granted to the Customer shall automatically terminate; (b) the Customer shall no longer be permitted to access or use the Platform; and (c) the Company shall be entitled, at its own discretion, to purge the Customer's data, files and account information. Except if terminated by a direct Customer under Section 7.2.(a) above, termination of this EULA does not entitle a Customer to any refund of Fees paid by the Customer hereunder.
- 7.4. The provisions set forth in the following sections, and any other right, obligation or provision under this EULA that, by its nature, should survive termination or expiration, will survive any expiration or termination of this EULA: Sections 2, 1.4, **שגיאה! מקור ההפניה לא נמצא.** 9, 10, and 11.

8. Representations & Indemnification.

- 8.1. Each party represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the

jurisdiction of its incorporation; (b) it has the full right, power and authority to enter into and perform its obligations under this EULA.

- 8.2. Each party shall indemnify, defend and hold harmless the other party (and its respective officers and employees) from and against any and all costs, damages, expenses, and losses (including reasonable attorney fees and costs) arising out of a third party claim, suit, action or proceeding (“**Claim**”) due to (a) any breach of this EULA by the other party; (b) any misrepresentation, fraud, negligence or willful misconduct of the other party under this EULA, or (c) with respect to the Company as the indemnifying party, a Claim for alleged breach by the Platform of third party’s IP.
- 8.3. In the event that either party becomes aware of any such Claim, it shall promptly notify the other party and the indemnifying party will be entitled to participate and assume the defense of such Claim at its sole cost and expense, *provided however* that, (a) the indemnifying party shall not, without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed, settle, compromise or consent to the entry of any judgment in any pending or threatened Claim; (b) the indemnified party may participate in and observe the proceedings with its counsel at its own cost and expense, and the parties shall reasonably cooperate and provide each other with assistance, information and authority reasonably required for the defense and settlement of the Claim.

9. Limited Warranty.

- 9.1. The Company will provide to its customers’ technical support services including error corrections, updates, revisions, fixes, upgrade and new releases in connection with the Platform, for any required support services, contact the Company via: admin@wideview.io
- 9.2. The Company uses commercially reasonable efforts to ensure the availability of the access to the Platform on a continuous basis, in accordance with industry standards. Notwithstanding, the Customer acknowledges and agrees that there will be times when the Platform will not be available to the Customer, as indicated in the SLA.
- 9.3. NOTWITHSTANDING ANYTHING IN THIS EULA TO THE CONTRARY, THE PLATFORM IS PROVIDED “AS IS”, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXCEPT AS EXPRESSLY SET FORTH IN THE SLA, THE COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES FOR THE PLATFORM, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT THE ACCESS TO AND USE OF THE PLATFORM SHALL BE COMPLETELY UNINTERRUPTED OR ERROR FREE, OR THAT THE PLATFORM IS COMPATIBLE WITH ALL CUSTOMER’S SYSTEMS. THE CUSTOMER ACKNOWLEDGES THAT THE PLATFORM CANNOT AND WILL NOT DETECT ALL POSSIBLE CYBER ATTACKS NOR FIND ALL OTHER INTELLIGENCE FINDINGS THAT MAY APPLY TO THE CUSTOMER. THE COMPANY DOES NOT PROVIDE ANY REPRESENTATION, WARRANTY OR GUARANTY WHATSOEVER WITH RESPECT TO THE SUCCESS OF

THE USE OF THE PLATFORM, THE DETECTION OF ALL POTENTIAL “CYBER” EVENTS OR THE SUCCESSFULNESS OF REMEDIATIONS. BY USE OF THE PLATFORM CUSTOMER EXPRESSLY WAIVES ANY CLAIM ARISING THEREFROM OR RELATED THERETO, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10. Limitation of Liability.

- 10.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, GOODWILL OR REPUTATION, LOST REVENUE OR FUNDING, ARISING OUT OF THE USE OF THE PLATFORM, DATA, INFORMATION OR OTHER MATERIAL THAT MAY BE FURNISHED TO THE CUSTOMER, HOWEVER CAUSED, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE(S); PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO DAMAGES AWARDED IN THE CASE OF PERSONAL INJURY OR DEATH TO THE EXTENT SUCH DAMAGES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW.
- 10.2. EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY’S LIABILITY IN CONNECTION WITH THIS EULA EXCEED THE AMOUNT ACTUALLY PAID TO THE COMPANY BY THE CUSTOMER OR IN CONNECTION WITH ITS USE OF THE PLATFORM, DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
- 10.3. Customer expressly acknowledges that without these exclusions and limitations, the Fees for the Platform would be higher or some or all of the Platform would not be offered under this EULA.

11. Miscellaneous.

- 11.1. The Customer acknowledges that any violation, breach or other failure of the Customer to comply with this EULA shall materially and irreparably injure the Company and its business in a manner inadequately compensable in damages, and that the Company shall be entitled to seek and obtain equitable relief, including by way of preliminary and/or permanent injunction and specific performance, without posting any bond and in addition to any other legal remedies that may be available.
- 11.2. **Independent Contractor.** The relationship of the Customer and the Company shall be that of non-exclusive independent contractor and nothing contained herein is intended or shall be deemed to make either party the agent, employee, partner or joint venture of the other party. Notwithstanding, Company may use Customer’s name and/or logo for identification as a customer of the Company.
- 11.3. **Force Majeure.** Neither party shall be liable for any failure to perform its obligations to the extent such failure is a result of acts of nature (including fire, flood, earthquake, storm,

- hurricane or other natural disaster), war, invasion, act of foreign enemies (whether war is declared or not), pandemics, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout, visa and other immigration- or travel-related delays, interruption or failure of electricity or communication service, or any other event or circumstance beyond such party's reasonable control.
- 11.4. **Notices.** Any notice under this EULA shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or sent by email, or within five (5) days after being deposited in the mail as certified or registered mail with postage prepaid.
- 11.5. The provisions of this EULA shall be binding upon and shall inure to the benefit of the Company and its successors and assigns.
- 11.6. **Assignment.** Company may not assign or otherwise transfer this EULA or any of its obligations hereunder, except to its Affiliates or in connection with a merger, consolidation, or the sale of all or substantially all of its assets, business or stock. Customer may not assign or otherwise transfer to any third party any of its rights or obligations hereunder.
- 11.7. **Changes.** This EULA shall not be modified or amended except in writing signed by an authorized officer of the Company. No waiver by either Party of any default shall be deemed a waiver of prior or subsequent default of the same of any other provision of this EULA. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this EULA.
- 11.8. **Complete Agreement.** This EULA, together with its Exhibits and the Order, constitutes the entire, complete and exclusive statement of the agreement between the parties pertaining to the subject matter hereof, and supersedes and cancels all prior oral and written agreements between the parties with respect to this subject matter.
- Governing Law & Jurisdiction.** Unless differently stated in an Order, this EULA shall be governed by the following laws, without giving effect to the principles of conflict of laws: for Order(s) made with Wideview, this EULA shall be governed by the laws of the State of Israel, with jurisdiction given exclusively to the applicable courts in Tel Aviv.

Exhibit A**DATA PROCESSING ADDENDUM**

1. Description of Processing. The Processing of Personal Data shall be for the duration of the subscription term under the EULA, solely for the purpose of providing access to the Platform, and include the following categories of Personal Data: name, aliases and contact details, and authentication and log data associated with unique identifiers, such as IP addresses, with respect to employees or contractors of the Customer.
2. Definitions:
 - 2.1. **“Data Protection Laws”** mean any applicable Laws pertaining to privacy or data protection, such as the European General Data Protection Regulation (“**GDPR**”) and other applicable data protection Laws.
 - 2.2. **“Personal Data”** means any information relating to an identified or identifiable natural person, directly or indirectly, including any identifying information, as well as any factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - 2.3. **“Process”** means any operation or set of operations which is performed on Personal Data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration.
3. Processing Terms. When Processing Personal Data on behalf of the Customer, the Company shall:
 - a) only Process Personal Data according to the Customer’s written instructions unless required otherwise by applicable Law, in which case the Company shall inform the Customer of that legal requirement before commencing processing (unless that law prohibits such information on important grounds of public interest);
 - b) immediately inform Customer if the Company is of the opinion that an instruction of the Customer regarding Processing Personal Data infringes Data Protection Laws;
 - c) ensure that all Company personnel who have access to Personal Data are subject to suitable confidentiality obligations;
 - d) be generally permitted to use sub-processors to fulfill its contractual obligations under this Addendum, and shall make available to the Customer a current list of sub-processors and shall inform the Customer of any intended changes concerning the addition or replacement of a sub-processor. The Company shall ensure that sub-processors are bound to confidentiality and privacy obligations that are no less onerous than those set forth in this Addendum. If the Customer objects to the Company’s change of sub-processor, the Customer shall inform the Company of its objections in writing within five (5) business days of receipt of information about the change from the Company and shall be entitled to terminate access to the part of the Company Platform to which the change in subcontracting relates with immediate effect and without liability in the event the Company does not take into consideration the Customer’s objections;
 - e) be fully responsible for all acts or omissions of its employees, agents, and sub-processors in the same manner as for its own acts or omissions;
 - f) implement and maintain technical and organizational measures designed to prevent a breach of Personal Data, and in the event of a breach of Personal Data, the Company shall notify the Customer without undue delay and undertake all remediation efforts reasonably necessary to rectify the breach of Personal Data;
 - g) promptly notify the Customer without undue delay of any request:
 - i. for information from or complaint by a data protection authority in relation to Personal Data that the Company Processes for the purpose of providing access to the Company Platform; and,
 - ii. to the Company by an individual to exercise rights under Data Protection Laws such as to access, rectify, amend, correct, share, delete or cease processing his or her personal data;
 - h) provide all assistance to the Customer as reasonably necessary for the Customer to meet its obligations under Articles 32-36 of the GDPR at the Customer’s cost;
 - i) at the choice of the Customer, promptly delete or return all Personal Data on the Customer’s request or the termination of this Agreement, unless required otherwise by the Law of the European Union or a member state thereof;
 - j) upon the Customer’s request, make available information reasonably necessary to demonstrate the Company’s compliance with its obligations under the GDPR, and allow for the Customer or another auditor mandated by the Customer to annually audit such compliance; and

- k) Process Personal Data only at the locations and/or geographies set out in the Agreement and shall not change them without informing and receiving approval from the Customer. Company agrees to assist the Customer in putting in place additional safeguards, such as data transfer contracts, as required by Data Protection Laws.