



GENERAL TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS (the "**General Terms**") are entered into and form part of the Agreement as of the Effective Date of an Order Form that references or attaches these General Terms ("**Effective Date**") executed by and between the Glassbox Group Entity and the Customer that are referenced in the Order Form (each a "**Party**" and together the "**Parties**").

1. Definitions.

- 1.1. "**Access Credentials**" means any username, identification number, password, license or security key, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Glassbox Solution.
- 1.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, including ownership of more than 50% of the voting securities of a Person.
- 1.3. "**Agreement**" means these General Terms, as modified by any Order Form.
- 1.4. "**API Calls**" are the medium of interaction between different applications. An Application Programming Interface ("**API**") call, or API request, is a message sent from one application service to another with a request to provide a service or information. Capturing API Calls allows for the monitoring of all client-server side communications. Up to five API Calls per Session are included at no additional cost to the Customer.
- 1.5. "**API Credentials**" means API keys, access tokens, client secrets, certificates, and any other authentication artifacts issued by Glassbox.
- 1.6. "**Applicable Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- 1.7. "**Applicable Privacy Law(s)**" means all worldwide data protection and privacy Laws and regulations, applicable to the Personally Identifiable Information, including where applicable: (i) EU Data Protection Law; and (ii) all Laws and regulations of the United States, including the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 *et seq*, the "CCPA"), as amended, superseded or updated from time to time.
- 1.8. "**Authorized User**" means Customer and Customer's Affiliates' employees, consultants, contractors, and agents who are authorized by Customer to access and use the Glassbox Solution pursuant to this Agreement.
- 1.9. "**Confidential Information**" means any information concerning business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, that is communicated orally, in writing, or via other form of electronic media, whether or not marked, designated, or otherwise identified as "confidential", that has been disclosed or made available by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**").
- 1.10. "**Customer Data**" means information, data, and other content concerning the activities of an end-user in one of Customer's Platforms that is captured in connection with the Glassbox Solution. For the sake of clarity, this does not include data or metadata associated with an Authorized User.
- 1.11. "**Custom Server Calls**" are made up of Custom Events, data layers, third-party maps and Customer Attributes. "Custom Events" are Customer developer data elements added to digital properties that the Glassbox Solution captures and processes. "Attributes" are a particular type of capture for data selected by Customer, that when present triggers additional data transmission from the browser screen or data layer to the Customer's instance of the Glassbox Solution.

- 1.12. "**Customer's Platform(s)**" means Customer's digital media including, but not limited to, website and mobile applications, that are connected to and upon which end-user behavior is captured by the Glassbox Solution.
- 1.13. "**Documentation**" means any documentation relating to the Glassbox Solution, that Glassbox provides or makes available to Customer which describes the functionality, components, features, or requirements of the Glassbox Solution.
- 1.14. "**Glassbox Group Entity**" means one of Glassbox Ltd, a company incorporated under the laws of Israel, and its subsidiaries: Glassbox US Inc., a Delaware corporation, Glassbox Digital UK Ltd., a company incorporated under the laws of England and Wales and SessionCam Limited, a company incorporated under the laws of England and Wales.
- 1.15. "**Glassbox Solution**" means the digital platform and software components (e.g. SDK or embedded application) made available to Customer or any Authorized User under the Agreement, including any new versions, updates, or releases which may be provided by Glassbox to Customer under the Agreement.
- 1.16. "**Intellectual Property Rights**" includes, throughout the world, any copyright, patent rights, trade or service mark, design, trade, business or company name, indication of source or appellation of origin, or other right that is the subject of the Berne Convention for the Protection of Literary and Artistic Works (1886), or any right to registration of such rights.
- 1.17. "**Losses**" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance companies.
- 1.18. "**Maintenance**" means the technical support and maintenance services provided by Glassbox at no cost throughout the term to ensure continued functionality of the Glassbox Solution in accordance with the Documentation, including standard updates and improvements to the Glassbox Solution that Glassbox releases at its discretion. This will include issues arising from defects, bugs, or software malfunctions, which require Glassbox-side code corrections, patching, or configurations.
- 1.19. "**Order Form**" means an ordering document that specifically references the Agreement and pursuant to which Customer licenses the Glassbox Solution and Professional Services from Glassbox. An Order Form shall not be valid unless properly executed by the Parties, and shall be incorporated into the Agreement upon full execution.
- 1.20. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 1.21. "**Professional Services**" means any professional services described in any Statement of Work, but specifically *excluding* the license to the Glassbox Solution and its Maintenance. Professional Services may include, among other things, services related to providing initial customization configuration, implementation of the Glassbox Solution, and future or additional customizations, integrations or other changes or additions provided by Glassbox as explicitly provided for in the applicable Statement of Work. It may also include Session analyses and reports.
- 1.22. "**Session**" means any end-user interaction with Customer's Platform detected by the Glassbox Solution, including, but not limited to, click, scroll and type ("**Activity**"). The Session initiates as soon as an end-user accesses Customer's Platform and terminates upon Abandonment. A Session shall be deemed abandoned when the end-user closes the browser or mobile app, or, if not closed, session shall be deemed abandoned if throughout a period of 20 minutes no Activity has been detected in Customer's Platform ("**Abandonment**"). Any Activity performed in Customer's Platform following Abandonment shall be deemed a new session.
- 1.23. "**Statement of Work**" means the statement of work for the Professional Services as may be signed between Glassbox and Customer from time to time.
- 1.24. "**Subscription Period**" means the licensing period set forth in the Order Form and subject to the renewal provisions set forth therein.
- 1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Glassbox Solution that are not proprietary to Glassbox. It also includes any integrations, features, or add-ons that are made



available through Glassbox, including those listed as separate line-items and with their own EULA.

1.26. "Usage Limits" means relevant rate limits, quotas, and other usage restrictions specified by Glassbox, which are set forth in the Acceptable Use Policy (AUP).

2. Grant of License.

2.1. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement and the Subscription Fee paid by Customer to Glassbox, Glassbox hereby grants Customer a term limited non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, and revocable right to access and use the Glassbox Solution and Documentation, solely for use by Authorized Users and subject to the terms and conditions herein (the "**License**"). Such use is limited to Customer's internal business use.

2.2. There are no, nor will there be, any implied licenses. The License shall be valid only as of the Subscription Start Date and continue until the expiration of the Subscription Period solely for the use set forth in the Order Form, unless earlier terminated in accordance with the General Terms.

2.3. Access and API Credentials. Glassbox shall provide to Customer the necessary Access Credentials and network links or connections to enable Customer's authorized access and use of the Glassbox Solution under this Agreement. Customer shall maintain the security of any such Access Credentials and accept all risks of unauthorized access to its account and promptly notify Glassbox if it discovers or otherwise suspects any security breaches related to such an account. Additionally, Glassbox will enable Authorized Users to issue API Credentials in the Glassbox Solution environment. They will remain Glassbox's property; Customer is granted a limited-term, exclusive license to the API Credentials solely to enable Customer to allow for interoperability with the Glassbox Solution. Customer acknowledges and agrees that it is solely responsible for the security and confidentiality of its Access and API Credentials. Customer shall protect its Access and API Credentials using industry-standard security practices, including secure storage, encryption in transit and at rest, and least-privilege access controls. Customer shall not share API or Access Credentials outside of the Authorized Users, or embed them in publicly accessible code, repositories, or client-side applications. Any and all actions via API Credentials are performed on behalf of Authorized Users, will be limited to their existing permissions, and will be monitored and logged as if it were regular user activity. Customer agrees to rotate API Credentials at intervals consistent with industry standards or as requested by Glassbox. Customer must notify Glassbox without undue delay of any suspected or actual compromise and promptly revoke/rotate affected Access or API Credentials.

2.4. User Restrictions. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Glassbox Solution, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Glassbox Solution; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Glassbox Solution, in whole or in part; or (iv) remove any proprietary notices from the Glassbox Solution. Customer hereby undertakes not to make any use and not to allow any use of the Glassbox Solution for any purpose other than expressly specified in this Agreement.

2.5. Suspension or Termination of the License Grant. Glassbox may, directly or indirectly, by use of any lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Glassbox Solution, without incurring any resulting obligation or liability, if: (a) Glassbox receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Glassbox to do so; (b) Glassbox believes, in its reasonable discretion, that Customer or any Authorized User has failed to comply with any material term of this Agreement, or has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (c) in Glassbox's reasonable opinion, are otherwise engaging in any actions that threaten to breach any Applicable Privacy Laws.

2.6. Glassbox may monitor usage for security, billing, and compliance purposes. Glassbox may immediately suspend access if necessary to prevent harm, security risk, or legal liability, including suspected API Credential compromise or misuse. Customer agrees to abide by all API Credential Usage Limits communicated by Glassbox; violation of the Usage Limits may result in Glassbox throttling, suspending, or terminating access for exceeding limits or violating this Agreement. Customer agrees that it will not: (i) circumvent Usage Limits, security controls, or authentication mechanisms; (ii) reverse engineer or attempt to extract source code of the API Credentials; (iii) use the API



Credentials to transmit malicious code, spam, or unlawful content; (or (iv) resell, lease, or provide API Credentials access to third parties without Glassbox's written consent.

2.7.

2.8. Customer acknowledges that the Glassbox Solution may include Third-Party Materials and certain provisions of this Agreement may relate to such licensors' rights in and to the Glassbox Solution.

3. Intellectual Property Rights.

3.1. The Glassbox Solution is proprietary and copyrighted. Glassbox owns the Glassbox Solution and its Documentation, including without limitation any modifications, enhancements or updates Glassbox provides. Except as expressly set forth in Section 2.1, Customer has no right, license, or authorization with respect to the Glassbox Solution. The Glassbox Solution is licensed under this Agreement and not sold and Glassbox reserves all rights not expressly herein granted.

3.2. Feedback. Customer will have no obligation to provide Feedback, as defined, and all Feedback is provided by Customer "as is" and without warranty of any kind. If Customer or its Authorized Users provide any suggestions, ideas, or feedback regarding the Glassbox Solution ("**Feedback**"), such Feedback shall not be treated as Confidential Information and Glassbox may use and incorporate the Feedback in its products and services. Customer hereby assigns to Glassbox all right, title, and interest in, and Glassbox is free to use, without any attribution or compensation to Customer or any other Person, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback for any purpose whatsoever.

3.3. Professional Services. With the exception of Outputs, as defined below, Glassbox retains all Intellectual Property Rights in any deliverables or work provided by Professional Services in accordance with Section 3.1, above.

4. Customer Data.

4.1. Glassbox acknowledges that, as between Glassbox and Customer, all Customer Data provided by Customer that is hosted, stored, used or worked on by Glassbox under this Agreement and all reports, analyses and insights uniquely derived from such Customer Data belong exclusively to Customer, and Customer shall retain all rights, title and interest therein (including all intellectual property rights embodied therein or associated therewith) (the "Outputs"). For the sake of clarity, the Outputs will not include any underlying software, models, algorithms or methodologies that form the Glassbox Solution, nor any improvements or enhancements.

4.2. Customer hereby grants to Glassbox a non-exclusive, royalty-free, worldwide, sub-licensable license to reproduce, distribute, use, collect, store, process and display the Customer Data solely to the extent necessary for Glassbox to comply with the terms of this Agreement. Glassbox shall not use or disclose Customer's Customer Data to any third parties except: (i) if required in limited circumstances, including but not limited to being compelled by Applicable Law; (ii) as reasonably required by Glassbox and its Affiliates' employees, contractors, representatives or consultants in order to perform its obligations under this Agreement; or (iii) if it has been agreed on by the Parties in writing. Anonymized and aggregated Customer Data may be used for purposes of developing or improving the Glassbox Solution.

4.3. Glassbox may process certain Authorized User data (such as a login name) in connection with the following purposes: (i) to improve Glassbox's customer service experience and present content from the Glassbox Solution in an effective manner; (ii) to properly administer the Glassbox Solution and facilitate internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes; and (iii) as part of Glassbox's constant efforts to keep the Glassbox Solution safe and secure.

4.4. Subcontractors; Subprocessors. Glassbox may from time to time in its reasonable discretion engage third parties to (1) perform Professional Services, or (2) host and subprocess Customer Data on the cloud, as listed herein: <https://cms.glassbox.com/uploads/sub-processor-list.pdf> (each, a "**Subcontractor**"). Glassbox shall be responsible for the compliance of such Subcontractor with the terms of this Agreement and liable for its Subcontractors' acts and omissions performed under this Agreement.

4.5. This Section 4 shall survive termination of this Agreement.

5. Privacy; Security.

- 5.1. Both Parties agree to comply with all the regulatory and Applicable Privacy Laws with respect to the use of the Glassbox Solution, including with respect to the gathering of the information through the Glassbox Solution. Customer acknowledges and agrees that it is solely responsible for obtaining all required consents and providing all necessary notices to end-users, such as through its privacy policy and cookie disclosures, to permit the lawful collection and processing of Customer Data.
- 5.2. Privacy Controls. During onboarding, and throughout the Term of the Order Form, Glassbox will configure the Glassbox Solution to mask data identified by Customer as sensitive from being captured on the Customer's Platform and through the Glassbox Solution. This minimizes the processing and disclosure of PII or other sensitive information (these configurations are called the "**Privacy Controls**"). Privacy Controls will be configured and implemented in accordance with a Customer Instruction. A "**Customer Instruction**" is defined as the set of instructions issued by Customer regarding the masking or omission of information (e.g. determining the data types or data categories to be captured and processed through the Glassbox Solution). Customer must update their Customer Instructions in accordance with Applicable Privacy Laws. Notwithstanding any terms to the contrary in the Agreement, Customer shall be solely liable for any claims or Losses, incurred as a result of, or in connection with, any failure to provide appropriate Customer Instructions, including a failure to properly obtain the required consents for the types of data captured from end-users.
- 5.3. The Parties shall comply with the terms and conditions of the Data Processing Addendum located at <https://cms.glassbox.com/uploads/data-processing-addendum.pdf>, which is hereby incorporated as though fully set forth herein.

6. Fees and Payment Terms.

- 6.1. Fees. Customer shall pay Glassbox the subscription fees (the "**Subscription Fee**") and any Professional Services fees, as applicable as set out in the Order Form. Except as otherwise provided in an Order Form, Subscription Fees during any Renewal Subscription Period shall increase five percent (5%) over the most recent Subscription Year.
- 6.2. The Subscription Fee and/or Professional Service Fees due to Glassbox under this Agreement are exclusive of any taxes, withholding taxes or levies, including but not limited to V.A.T, CIDE, ISS, PIS & COFINS and any other direct or indirect tax or levy that may be imposed on such transaction.
- 6.3. No Deductions or Setoffs. All amounts payable to Glassbox under this Agreement shall be paid by Customer to Glassbox in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason, unless otherwise agreed between the Parties in advance in writing.

7. Confidentiality.

- 7.1. The provisions of this section will supersede any non-disclosure agreement by and between the Parties entered into prior to this Agreement that would purport to address the confidentiality of any information shared by the parties, including Customer Data, and such agreement will have no further force or effect with respect to the foregoing. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the Receiving Party at the time of disclosure; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third-party that was not under any obligation restricting transmittal of such information; or (d) independently developed by the Receiving Party. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with Applicable Law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the Receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure



with regard to Confidential Information are effective as of the Effective Date and will expire seven (7) years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under Applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Applicable Law.

- 7.2. Customer expressly acknowledges that the Glassbox Solution is confidential and proprietary to Glassbox, and agrees to maintain the Glassbox Solution and information regarding its design and implementation as Confidential Information, using at a minimum the same degree of care, but not less than a reasonable degree of care, as is used for its own trade secrets, and not to disclose it to any third party without Glassbox's prior, written, explicit authorization, as applicable, other than as explicitly provided herein. Customer will not use the Glassbox Solution for any other purpose not expressly permitted by this Agreement.
- 7.3. The Parties may not disclose the terms of this Agreement to any third party, except as required by Applicable Law or by auditors.
- 7.4. Customer hereby grants Glassbox a license during the Term of this Agreement to include Customer's primary logo in any customer list, provided Glassbox first submits it to Customer and receives written approval. Any goodwill associated with the logo inures solely to Customer and Glassbox will take no action to damage the goodwill associated with the logo of the Customer. Glassbox will observe Customer's standard guidelines on trademark usage, if and when provided.

8. **Limited Warranties and Limitation of Liability.**

- 8.1. Each Party hereby represents and warrants that it has the full authority to enter into this Agreement and that it shall fulfil its obligations hereunder, and that the person(s) signing this Agreement on behalf of such Party is duly authorized to bind such Party.
- 8.2. Glassbox hereby represents and warrants that it has full rights of the Glassbox Solution and it is entitled to license the Glassbox Solution to Customer under the terms of this Agreement.
- 8.3. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NO EXPRESS OR IMPLIED WARRANTY IS MADE WITH RESPECT TO THE GLASSBOX SOLUTION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND IN PARTICULAR GLASSBOX DOES NOT WARRANT THAT THE GLASSBOX SOLUTION SHALL OPERATE ERROR-FREE.
- 8.4. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATIONS, ANY LOSS OF REVENUES AND/OR INCOME (INCLUDING INSURANCE PREMIUMS); ANY LOSS OF PROFIT; ANY LOSS OF DATA OR FILES AND COSTS OF RESTORING LOST OR CORRUPT DATA OR FILES; LOSS OF GOODWILL OR REPUTATION; LOSS OF BUSINESS OR COMMERCIAL OPPORTUNITIES OR ANY LOSS OF ANTICIPATED SAVINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.5. WITHOUT DEROGATING FROM ANY OF THE ABOVE, EITHER PARTY'S MAXIMUM AGGREGATED LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES ONLY AND SHALL NOT, IN ANY EVENT, EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER DURING THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.
- 8.6. Nothing in this [Section 8](#) shall act to reduce or affect a Party's general duty to mitigate its losses.
- 8.7. The Parties acknowledge that the limitation of liability as set out in this section represents fair allocation of risk and has been taken into consideration in setting the consideration paid under this Agreement.

9. **Indemnification.**

- 9.1. Indemnification by Glassbox. Glassbox shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Parties**") from and against any and all third-party losses, damages, liabilities, claims, and any other legal or litigation costs and



expenses (including reasonable attorneys' fees), as incurred (collectively, "**Losses**") by Customer arising from any third-party claim, suit, action, or proceeding alleging that the Glassbox Solution, or any use of the Glassbox Solution in accordance with this Agreement, infringes or misappropriates such third-party's intellectual property rights, provided that (1) Customer promptly gives written notice of any claim to Glassbox; (2) at Glassbox's expense, Customer provides any assistance which Glassbox may reasonably request for the defense of the claim; and (3) Glassbox has the right to control of the defense or settlement of the claim.

9.1.1. Notwithstanding Section 9.1 herein, Glassbox shall have no responsibility or liability for any claim to the extent resulting from or arising out of (i) the use of the Glassbox Solution not in compliance with this Agreement or Applicable Law, (ii) the combination of the Glassbox Solution with any Third-Party Materials, where the combination itself gave rise to the claim, (iii) the modification of Glassbox Solution or any part thereof by any party other than Glassbox, (iv) failure to use corrections or enhancements made available by Glassbox as a cure, (v) errors caused due to malfunction of the operating environment, or causes external to the Glassbox Solution, (vi) the use of a version of the Glassbox Solution that is older than the latest release, or (vii) the correction of errors and/or corrupted or lost data solely as a result of Customer's or Authorized Users' negligence or inappropriate use of the Glassbox Solution.. The indemnification rights granted to Customer hereunder with respect to third party claims shall be Customer's sole remedy, and Customer will not be entitled to any other remedy.

9.1.2. If an infringement or misappropriation claim covered under this section is made or threatened, Glassbox may, in its sole discretion: (A) replace or modify the Glassbox Solution, or a component thereof, with a non-infringing alternative having substantially equivalent capability; (B) procure the right for Customer to continue its use of the Glassbox Solution; or (C) notwithstanding Glassbox's indemnification obligation hereunder, terminate this Agreement without penalty and refund any unused, prepaid Subscription Fees for the remainder of the unexpired Subscription Period to Customer.

9.2. Indemnification by Customer. Customer agrees to indemnify and hold harmless Glassbox and its Indemnified Parties from and against any and all Losses incurred by Glassbox in connection with any third-party claim, suit, action, or proceeding arising from: (i) Customer Data, including any Processing of Customer Data by or on behalf of Glassbox in accordance with this Agreement; (ii) Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; (iii) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement; (iv) Customer Data that has been Exported from the Glassbox Solution; (v) any use or distribution of the Glassbox Solution in violation of this Agreement or Applicable Law or regulations; or (vi) any actions arising out of the use of the API Credentials, Glassbox agrees to (1) promptly gives written notice of any claim to Customer; (2) at Customer's expense, Glassbox provides any assistance which Customer may reasonably request for the defense of the claim; and (3) Customer has the right to control of the defense or settlement of the claim. "Exported" means electronically copying, storing, or transferring information in any form.

10. Term & Termination.

10.1. Term. This Agreement shall commence upon full execution of an Order Form that references these General Terms and shall remain in full force and effect for the duration of an applicable Order Form, except as otherwise agreed-to by the Parties.

10.2. Termination. In addition to any other express termination right set forth elsewhere in the Agreement:

10.2.1. Glassbox may terminate the Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any Subscription Fees or Professional Services fees when due hereunder, and such failure continues more than fifteen (15) days after Glassbox's delivery of written notice thereof; (ii) Customer attempts to or in fact transfers or assigns any of its rights, liabilities or obligations under the Agreement contrary to the provisions of this Agreement; or (iii) Glassbox reasonably believes suspension under Section 2.5 is no longer adequate. .

10.2.2. Either Party may terminate the Agreement for: (1) material breach, effective on written notice to the other Party, if the other Party materially breaches the Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after the non-breaching Party provides the breaching party with written notice of such breach; and (2) upon notice if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise

becomes subject, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.3. Effect of Termination.

10.3.1. Effect of Expiration or Termination. Upon expiration or termination of this Agreement, all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate, Customer shall cease the use of the Glassbox Solution and shall promptly deliver to Glassbox or destroy, as applicable, all copies of Confidential Information and the Glassbox Solution. Customer shall delete the Glassbox Solution from its systems and shall confirm in writing no later than seven (7) days following the termination or expiration of this Agreement that it no longer possesses the Glassbox Solution or any part thereof. If Customer does not comply with the provisions of this section and cease its use of the Glassbox Solution upon termination, then Glassbox reserves the right to charge Customer for its pro-rata use in accordance with the last executed Order Form pricing.

10.3.2. In no event shall any termination of this Agreement affect any rights or obligations accrued or existing at the time of such termination or arising out of such termination. In case of termination by Customer, Customer will not be entitled to any refund of previously paid fees, and such termination will not affect any rights or obligations accrued or existing at the time of such termination or arising out of such termination.

10.3.3. Surviving Terms. Section 3 ("*Intellectual Property Rights*"), Section 7 ("*Confidentiality*"), Section 8 ("*Limited Warranties and Limitations of Liability*"), Section 9 ("*Indemnification*"), Section 10.3 ("*Effect of Termination*"), Section 14.6 ("*Choice of Law and Venue*") and Section 14.8 ("*Equitable Relief*") shall survive the termination or expiration of this Agreement for any reason.

11. **Service Levels, Modules and AI.**

11.1. Unless otherwise set out in an Order Form, Glassbox shall provide the Glassbox Solution in accordance with the service levels set forth in the service level agreement which can be found at: <https://www.glassbox.com/sla>. If Customer requests that Glassbox Supplier perform Maintenance or any Professional Services at Customer's offices/on-site, then Customer shall reimburse Glassbox for all reasonable and documented travel or related out-of-pocket expenses incurred and pre-approved by Customer. Reimbursable expenses shall be in accordance with reasonable per diem and mileage reimbursement rates. Payment terms for reimbursements will be the same as those set forth in Section 6.

11.2. The Accessibility Module is an optional module that identifies accessibility-related findings based on the Web Content Accessibility Guidelines, as updated and supplemented (the "**WCAG**"). It generates accessibility rules and corresponding guideline identifiers. It also reports affected page URLs or application views, UI element identifiers or component references, severity classifications, issue categories, and aggregates occurrence counts and distribution metrics across Sessions or pages. When used together with the Accessibility Module, GIA (defined below) insights provides information and/or software remediation suggestions ("**Code Assist**") to align with WCAG. The Accessibility Module can operate without GIA enabled; however, Code Assist requires GIA to be enabled. If the Customer enables GIA, the Customer acknowledges and agrees that any decision to implement Code Assist suggestions is made solely at the Customer's discretion. Glassbox does not provide legal advice or legal services. The Accessibility Module and the Code Assist feature do not constitute, and should not be relied upon as, legal advice, and they do not replace professional accessibility audits, legal compliance assessments, or legal counsel. The Customer remains solely responsible for compliance with all applicable laws, rules, and regulations, including WCAG standards. The Customer agrees to hold Glassbox harmless from any claims arising out of or related to the Customer's use of the Accessibility Module

11.3. "**GIA**" is Glassbox's generative AI capability, which may be integrated into the Glassbox Solution at Customer's discretion. It operates on interpreted Session metadata and does not replace existing analytics. Glassbox is certified against ISO/ICE 42001 (AIMS).

12. **Force Majeure.**

12.1. Except for Customer's obligation to pay its Subscription Fees, neither Party shall be liable for any delay in meeting its

obligations under this Agreement due to any cause outside its reasonable control including strikes, lock outs, acts of nature, war, terrorism, riot, pandemic, malicious acts of damage, fire, acts of any government authority or failure of the public electricity supply (collectively, "**Force Majeure Event**"). Each Party shall give the other Party prompt notice of the occurrence of any Event of Force Majeure that may cause delay hereunder, and the date of performance of any Party that gives such notice shall be extended for a period not exceeding the period of delay caused by the Force Majeure Event so identified. Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall mitigate the effects of a particular Force Majeure Event and recommence performance as soon as possible, including by deploying all reasonable measures to implement the business continuity and disaster recovery procedures.

13. Relationship of the Parties.

13.1. Each Party is acting as an independent contractor on its own account and responsibility. Each Party is in no way the agent or legal representative of the other Party and no employee of any Party shall be considered an employee of the other Party for any purposes whatsoever. Neither Party is authorized to, and shall not assume any obligation of any kind, express or implied, on behalf of the other Party, nor shall make any representation to anyone contrary to the provisions of this paragraph. Nothing in this Agreement is intended to or shall have the effect of constituting a joint venture, co-venture, co-develop, agency, partnership, franchise or relationship between the Parties other than as expressly set forth herein.

14. Miscellaneous.

14.1. Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

14.2. Entire Agreement. The terms of the Agreement are comprised of, and interpreted in descending order of priority (in the event of conflict) by, the following documents agreed to by the Parties: (1) an applicable Order Form that references these General Terms; (2) any prior Order Form or Professional Services work order that remains in effect; (3) these General Terms; and (4) the terms of any Statement of Work or other document that specifically recites it is made part of the Agreement. The Agreement constitutes the entire and only agreement and understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements, proposals, representations and understandings between the Parties relating thereto whether oral or written. No amendments to the Agreement will be effective unless in writing, signed by an authorized representative of each Party and expressed to be an amendment.

14.3. Notices. All notices, requests, consents, claims, demands, waivers, and other communications must be in writing and addressed to the Parties at the addresses set forth in the Order Form; or if to Glassbox, to the email address: legal_notices@glassbox.com. All notices must be delivered by personal delivery, nationally recognized overnight courier, email, or certified or registered mail (in each case, return receipt requested, postage pre-paid).

14.4. No Waiver. The failure at any time of either Party to enforce any of the provisions of this Agreement, or any right with respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options, or in any way to affect the validity of this Agreement.

14.5. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.6. Choice of Law and Venue. The entity and choice of law applicable depends on Customer's location:

Customer location	Glassbox Entity	Choice of Law & Venue	Address
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Americas (including LATAM)	Glassbox US Inc.	New York, Courts in the borough of Manhattan, New York	42 Broadway, Suite 12-530 New York, NY 10004
UK/EU	Glassbox Digital UK Ltd	England and Wales; Courts in London	St Vedast House 5-7 St. Vedast Street, Norwich NR1 1BT UK
Rest of the world	Glassbox Ltd	Israel; Courts in Tel Aviv.	25 Basel Street Petach Tikva, 4951038, Israel

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL DISPUTE RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- 14.7.** Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or denied; provided, however, that Glassbox may assign its rights or delegate its obligations, in whole or in part, without such consent to one or more of its Affiliates, or to any third-party as a result of a merger or acquisition. Any purported assignment or delegation in violation of this Section will be null and void. This Agreement will be binding on any successor and assign of each Party.
- 14.8.** Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its confidentiality and data protection obligations under this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.