END-USER LICENSE AGREEMENT

Glassbox Ltd, and its subsidiaries (together, "**Glassbox**") grants you the right to use the Glassbox Solution (as defined below), subject to the following terms of use in this End-User License Agreement ("**EULA**"). By using the Glassbox Solution you, as the Customer set forth in the applicable Ordering Document, agree to all of the terms and conditions of this EULA that (i) govern Customer's access to and use of the Glassbox Solution obtained through a Partner and Customer's provision of Customer Data to Glassbox; and (ii) Glassbox's provision of the Glassbox Solution to Customer and its access to and use of the Customer Data in connection with the provision of access to the Services. This EULA is a contract by and between Customer and the Glassbox entity relevant to your jurisdiction, as set forth below. Each of Glassbox and Customer are a "Party" and together, the "Parties."

If you are entering into this EULA on behalf of an entity or organization that you represent: (1) all references to "Customer" are to that entity or organization and (2) you represent and warrant that you are at least 18 years of age, or have otherwise reached the age of "majority" where you reside, and that you have the right, power and authority to enter into this EULA on behalf of Customer.

This EULA becomes binding and effective on Customer upon the earliest of: (1) when Customer accesses or uses the Glassbox Solution obtained through a Partner, or (2) when Customer enters into an Ordering Document with a Partner.

Capitalized terms not otherwise defined in this EULA will have the respective meanings assigned to them in Section 1 below. Glassbox may modify this EULA from time to time, subject to the requisite notice periods set forth below.

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 Services.

1.2.   "**Actions**" refer to specific user interactions with Customer's digital properties, such as a user click on a specific element, that are chosen by Customer for use in modules available through the Glassbox Solution.

1.3.   "**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/ownership of more than 50 % of the voting securities of a Person.

1.4.   "**Agreement**" means this EULA, as modified by any Ordering Document.

1.5.   "**AJAX Calls**" are asynchronous JavaScript and XML requests initiated by a browser that delivers dynamic content separate from the rest of the webpage content.

1.6.   "**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 (on an average) are included at no additional cost to Customer. Usage of six or more API Calls per Session will incur an audit by Glassbox; if the usage remains, on average, above six, Glassbox reserves the right to charge an additional cost for that usage, which is in addition to any year over year fee increases.

1.7.   "**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.

1.8.   "**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 ("CCPA"), as amended, superseded or updated from time to time.

1.9. "**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.

1.10. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Glassbox Solution under the rights granted to Customer pursuant to the Ordering Document.

1.11. "**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**").

1.12. "**Custom Events**" are Customer developer data elements added to digital properties that the Glassbox Solution captures and processes.

1.13. "**Customer**" means an entity that has purchased a subscription to the Glassbox Solution through a Partner and entered into an Ordering Document.

1.14. "**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 or as part of the Glassbox Solution. For the sake of clarity, this does not include data or metadata associated with an Authorized User.

1.15. "**Custom Server Calls**" are comprised of Custom Events, data layers, third-party maps and Customer Attributes.

1.16. "**Customer's Platform**" means Customer's digital media including, but not limited to, website and mobile applications, that is connected to and captured by the Glassbox Solution.

1.17. "**Documentation**" means any documentation relating to the Glassbox Services, including any manuals, instructions, or other documents or materials that Glassbox provides or makes available to Customer in any written form or medium, and which describe the functionality, components, features, or requirements of the Glassbox Solution, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

1.18. "**Export**" or "**Exported**" means store, duplicate, record, or reproduce information in any physical or electronic form, including by writing it down by hand, printing copies, taking screenshots, taking photographs, copying to removable media, or any other method of extracting, storing, or reproducing.

1.19. "**Fee**" means the fees and other costs charged by Partner and owed by Customer for Services and/or Professional Services under the Agreement.

1.20. "**Glassbox Solution**" means the digital platform and software components made available to Customer or any Authorized User under the Ordering Document, including any new versions, updates, or releases which may be provided by Glassbox to Customer under the Ordering Document.

1.21. "**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.

1.22. "**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.

1.23. "**Maintenance**" means the technical support and maintenance services provided by Glassbox throughout the term as necessary to ensure continued functionality of the Glassbox Solution and Services in accordance with the Documentation and subject to the terms of the Ordering Document. The Maintenance services shall include but shall not be limited to standard updates and improvements to the Glassbox Solution and Services that Glassbox releases in its discretion.

1.24. "**Order Form**" means an Ordering Document that specifically references this EULA and pursuant to which Customer licenses the Glassbox Solution and Services from Glassbox through a Partner.

1.25. "**Ordering Document**" means an Order Form, Statement of Work, Purchase Order or other ordering or purchasing document agreed to by Customer and Partner.

1.26. "**Partner**" means a reseller, managed service provider, reseller with service add-ons, or other entity authorized by Glassbox to resell, redistribute or provide Professional Services to the Glassbox Solution, pursuant to a Partner Contract (as defined below) between Glassbox and that entity.

1.27. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

1.28. "**Professional Services**" means any professional services described in any Statement of Work, but specifically excluding the Glassbox Solution, Maintenance, and related Documentation. Professional Services may include, among other things, services related to providing initial customization configuration, implementation of the Glassbox Solution or Services, and future or additional customizations, integrations or other changes or additions provided by Glassbox or a Partner, as explicitly provided for in the applicable Statement of Work.

1.29. "**Services**" means any work, labor, services, or support furnished or performed by Glassbox or a Partner in connection with the Ordering Document, of any type, nature or description including, without limitation, the Glassbox SDK, the Glassbox Java Script, Session replays, analysis and reports, as modified, revised and updated from time to time and any Maintenance and support thereof, but excluding Professional Services.

1.30. "**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.

1.31. "**Statement of Work**" means the statement of work for the Professional Services as may be signed between Glassbox, Partner and Customer from time to time.

1.32. "**Subscription Period**" means the licensing period set forth in the Ordering Document and subject to the renewal provisions set forth therein.

1.33. "**Third Party Claim**" means any claims, fines, demands, actions, charges, costs (including legal fees) and expenses by a Person who is not a Party to the Ordering Document or this EULA, in relation to a breach of confidentiality, breach of restrictions concerning Personally Identifiable Information, or infringement of Intellectual Property Rights as specified under this EULA by a Party.

1.34. "**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 Services 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.

2.   Customer Orders.

2.1. This EULA governs Customer's access and use of the Glassbox Solution in connection with a Customer Order between Customer and Partner. Customer acknowledges that an agreement between Glassbox and Partner exists to resell access to, or provide access to, the Glassbox Solution (the "**Partner Contract**"), which requires the Partner to incorporate this EULA into all Customer Ordering Documents, and Customer expressly agrees that Glassbox shall have the benefit of and right to enforce this EULA against Customer. In the event any provision of this EULA is deemed to conflict with a provision of a Customer Order or other EULA between Customer and Partner with respect to the Glassbox Solution or other subject matter of this EULA, the applicable provision of this EULA shall control as between Customer and Glassbox, unless Glassbox and Customer agree otherwise in writing.

3.   Grant of License.

3.1. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this EULA and the Ordering Documents with Partner, 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, as well as the applicable Services 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.

3.2. 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 Ordering Document, unless earlier terminated in accordance with the EULA.

3.3. 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 as well as the Services 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 account.

3.4. 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 Services or the Glassbox Solution; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; or (iv) remove any proprietary notices from the Services or from the Glassbox Solution.

3.5. Suspension or Termination of Services. 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 Services or 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.

3.6. 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.

3.7. 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.

4. Intellectual Property Rights.

4.1. The Glassbox Solution and Services are proprietary and copyrighted. Glassbox owns all Intellectual Property Rights in the Glassbox Solution and Services, and any modifications, enhancements, updates, upgrades, new versions, additions, revisions, alterations, amendments, new features, customizations, bug fixes thereof, and all accompanying and associated documentation and instructions, and any additional software Glassbox may provide to Customer from time to time. Customer has no right, license, or authorization with respect to the Glassbox Solution or Services except as expressly set forth in Section 3.1. The Glassbox Solution and Services are licensed under any Ordering Document and this EULA, and are not sold. Glassbox reserves all rights not expressly herein granted.

4.2. Feedback. If Customer or its Authorized Users provide any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Glassbox Solution or Services ("**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. Customer will have no obligation to provide Feedback, and all Feedback is provided by Buyer "as is" and without warranty of any kind.

4.3. Professional Services. Glassbox retains all Intellectual Property Rights in any deliverables or work provided by Professional Services in accordance with Sections 4.1 and 4.2 of the Agreement.

5. Reservation of Rights.

5.1. 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 information 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). 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.

5.2. 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) for purposes of developing or improving the Services (on an anonymized and aggregated basis); (iii) as reasonably required by Glassbox and its Affiliates' employees, contractors, representatives or consultants in order to perform its obligations under this Agreement; or (iv) if it has been agreed on by the Parties in writing.

5.3. Glassbox may process certain Authorized User data 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.

5.4. Subcontractors. Glassbox may from time to time in its reasonable discretion engage third parties to perform Professional Services (each, a "**Subcontractor**") and 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.

5.5. This Section 5 shall survive termination of this Agreement.

6. Security.

6.1. 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.

6.2. Privacy Controls. Glassbox will create, maintain and build into its Glassbox Solution certain features, which, once configured, shall allow the omission of sensitive data from being captured through the Glassbox Solution and Services and therefore, minimize the use and disclosure of Personally Identifiable Information or other information which may be deemed sensitive ("**Privacy Controls**"). Privacy Controls will be configured and implemented in accordance with Customer Instructions (defined below) and will be updated by Customer from time to time all in accordance with Applicable Privacy Laws. Glassbox will ensure that the technical capabilities of the Privacy Controls are maintained to apply Customer Instructions. Notwithstanding any terms to the contrary in the Agreement, Customer shall be solely liable for any claims, losses, liabilities, costs, and other expenses incurred as a result of or in connection with any failure provide appropriate Customer Instructions. A "**Customer Instruction**" is defined as the set of instructions issued by Customer in its sole discretion, which may include, but is not limited to determining the data types or data categories processed through the Hosted Solution.

6.3. Customer will ensure that its Instructions comply with Applicable Privacy Law and any other applicable law. Customer acknowledges that Glassbox is neither responsible for determining which laws or regulations are applicable to Customer's business nor whether Glassbox's provision of the Glassbox Solution will meet the requirements of such laws or regulations. Customer will ensure that Glassbox's processing of Customer Data, when done in accordance with Customer Instructions, will not cause Glassbox to violate any applicable law or regulation, including Applicable Privacy Law.

6.4. 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.

7. Fees.

7.1. Customer will pay Partner the Fees set forth on an applicable Ordering Document. The pricing and payment of Fees and associated taxes for the Services are solely between Customer and Partner.

8. Confidentiality.

8.1. 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 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.

8.2. 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 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.

8.3. 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.

9. Limited Warranties and Limitation of Liability.

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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 AMOUNT IN THE ORDERING DOCUMENT WHICH IS THE DUE TO THE PARTNER AND SET FORTH IN AN AND PAID BY CUSTOMER DURING THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

9.5. Nothing in this Section 9 shall act to reduce or affect a Party's general duty to mitigate its Losses.

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10.   Indemnification.

10.1.   <u>Indemnification by Glassbox</u>. 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 Services 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.

10.1.1.   Notwithstanding <u>Section 10.1</u> 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 or Services not in compliance with this Agreement or Applicable Law, (ii) the combination of the Glassbox Solution or Services with any Third-Party Materials where the combination itself gave rise to the claim, (iii) the modification of Glassbox Solution or any part thereof or Services 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) use of a version of the Glassbox Solution or Services that is older than the latest release, (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 or Services. The indemnification rights granted to Customer hereunder with respect to third party claims shall be Customer' sole remedy, and Customer will not be entitled to any other remedy.

10.1.2.   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 Fee to Partner for the remainder of the unexpired Subscription Period to Customer.

10.2.   <u>Indemnification by Customer</u>. 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; or (v) any use or distribution of the Glassbox Solution in violation of this Agreement or Applicable Law or regulations, provided that (1) Glassbox 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.

11.   Term & Termination.

11.1.   <u>Term</u>. This EULA shall commence upon full execution of an Ordering Document that references this EULA and shall remain in full force and effect for the duration of an applicable Ordering Document, except as otherwise agreed-to by the Parties.

11.2.   <u>Termination</u>. In addition to any other express termination right set forth elsewhere in the Agreement:

11.2.1.   Glassbox may terminate the Agreement, effective on written notice to Customer, if Customer: (i) 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; (ii) materially breaches any of its obligations or (iii) if the Partner fails to pay any amount due under its Partner Contract and such failure remains uncured following the cure period specified in the Partner Contract.

11.2.2.   Either Party may terminate the Agreement, effective immediately upon written notice to the other Party, 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, voluntarily or

involuntarily, 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.

11.3. Effect of Termination.

11.3.1. 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 Ordering Document pricing.

11.3.2. 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 to Partner 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.

11.3.3. 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 EULA for any reason.

12. Service Levels.

12.1. Glassbox shall provide the Services in accordance with the service levels set forth in the service level agreement which can be found at: https://www.glassbox.com/sla.

13. Force Majeure.

13.1. Except for Customer's obligation to pay its Fees, neither Party shall be liable for any delay in meeting its obligations under this EULA 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, "Event of Force Majeure"). 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 Event of Force Majeure so identified. Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall mitigate the effects of a particular Force Majeure Event and to recommence performance as soon as possible, including by deploying all reasonable measures to implement the business continuity and disaster recovery procedures.

14. Relationship of the Parties.

14.1. 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.

15. Miscellaneous.

15.1. 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.

15.2. <u>Entire Agreement</u>. The terms of this EULA of the 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 this EULA; (2) any prior Order Form or Work Order that remains in effect; (3) this EULA; and (4) the terms of any Statement of Work or other document that specifically recites it is made part of the Agreement. Subject to the preceding sentence, this 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 in oral or in writing. 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.

15.3. <u>Notices</u>. 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).

15.4. <u>No Waiver</u>. The failure at any time of either Party to enforce any of the provisions of this EULA, 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 EULA.

15.5. <u>Severability</u>. 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 EULA or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.6. <u>Choice of Law and Venue</u>. The entity and choice of law applicable depends on Customer's location:

Customer location	Glassbox Entity	Choice of Law & Venue	Address
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

15.7. <u>Assignment</u>. 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.

15.8. <u>Equitable Relief</u>. 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.