TERMS OF USE

Last Updated November 2023

Welcome to the Next Plus Platform provided to you by N.P.O Systems Ltd. (which will be referred to herein as either "**Next Plus**", the "**Company**", "**we**", "**us**" or "**our**") - a friendly platform designated to making your factory smarter through No-code performance support.

These Terms of Use (this "**Agreement**") sets forth the legally binding terms for your use of the Platform and Services (as such terms are defined below). By accessing or using the Platform or Services, you ("**you**" or the "**Customer**") agree to be bound by and to comply with this Agreement. If you do not agree with all of the provisions of this Agreement, do not access and/or use the Platform or Services. This Agreement refers to Company and Customer each as a "**Party**" and collectively as the "**Parties**".

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any previous written and/or oral correspondence between the Parties (including, but not limited to, the price quote and/or the Customer's purchase order), the terms and conditions of this Agreement shall prevail.

If you are entering into this Agreement on behalf of a company or other legal entity, this Agreement shall also refer to such entity, its personnel, and its affiliates and you further represent and warrant that you have the right, authority, and capacity to enter into this Agreement (on behalf of yourself or the entity that you represent).

You may not access or use the Platform or Services or accept the Agreement if you are not at least 18 years old.

This Agreement applies to both organizations and End Users. As used herein, "**End User**" means an end user of a Platform or our Services. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Platform in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

1. **Definitions.**

   In this Agreement, the following expressions have the following meanings:

   1.1. "**Confidential Information**" means any and all technical, business or proprietary information or data disclosed, directly or indirectly, by either Party, including, but not limited to, information regarding business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, product plans, services, relationships with any third party, client lists, End User data and any additional information regarding the disclosing party's employees, clients, vendors, consultants and Affiliates regardless of whether such information is marked or otherwise designated as "confidential" or some other proprietary designation, but which by its nature and/or and the circumstances surrounding disclosure is information that would reasonably be considered to be confidential information of the disclosing party. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. All information or data concerning or related to the Company and/or the Service is and shall remain Confidential Information of the Company.

   1.2. "**Intellectual Property**" means all algorithms, application programming interfaces (APIs), apparatus, concepts, Confidential Information, data, databases and data collections, data analysis, topography and semiconductor mask works, deliverables, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, utility models, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, discoveries, schematics, software code (in any form including source code and executable or object code), internet domains, and other intellectual property (such as, but not limited to, software, inventions,

improvements), products, specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

1.3. "**Intellectual Property Rights**" means any and all past, present, and future worldwide rights, titles and interests in and to any of the following types, which may exist or be created under the laws of any jurisdiction and anywhere in the world, whether registered or unregistered: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence

1.4. "**Services**" means the Services provided by the Company including the Platform itself.

1.5. "**Next Plus Platform**" or "**Platform**" means the Next Plus proprietary software platform including any offline components, as applicable and any upgrades, updates, enhancements, developments, amendments, new versions thereof.

2. **Right to use the Platform and Services.**

2.1. Pursuant to this Agreement, Next Plus hereby grants Customer, in consideration for the payment of fees, a time-limited, non-transferable, non-exclusive license to use the Services. The rights of usage shall be solely for Customer's business purposes, all pursuant and subject to the terms of this Agreement. All rights not expressly granted to Customer are reserved by the Company.

2.2. Except as expressly provided herein, Customer may not and shall not, or permit anyone to directly or indirectly, (i) translate, modify, distribute, republish, download, display, copy, or otherwise reproduce the Services in whole or in part and/or transmit the Services in any form or by any means; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover or derive the source code, object code, or underlying structure, ideas or algorithms of any part of the Platform or the Services or any documentation or data related to or provided with the Platform or the Services; (iii) permit any third party to gain unauthorized access to the Services; (iv) create derivative works based upon any or all of the Services or any of its components and/or outputs; or (v) interfere in any manner with the hosting of the Services.

2.3. Customer also may not, unless explicitly provided herein, (i) assign, license, sublicense, pledge, lease, rent, transfer, publish, distribute, host, sell, market, or otherwise commercially exploit and/or share its rights under this Agreement; (ii) make the Services or materials resulting from the Services available in any manner to any third party for use in the third party's business operations; (iii) use the Services and/or its outputs unlawfully or in any manner not expressly authorized by this Agreement; (iv) access or use the Platform or the Services in order to build or support, and/or assist a third party in building or supporting, products or services similar and/or competitive to Next Plus's products and services; (v) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party. Customer shall not knowingly or willfully use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Next Plus's provision of the Services.

2.4. The rights granted under this Agreement are limited, among others, to the Term. Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Services. Any future release, update, or other addition to functionality of the Platform or Services shall be subject to the terms of this Agreement.

2.5. Customer will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices of Next Plus, if any, appearing on or in the Services, screen outputs and prints generated with the Services unless otherwise expressly agreed beforehand in writing by Next Plus.

2.6. The Company shall not be responsible for any degradation, downtime, or inoperability of the Services to the extent such is caused due to any of the following (the "**Exceptions**"): (i) Customer's misuse of the Services or in violation

of the terms of the Agreement; (ii) failures of Customer's internet or network connectivity; (iii) scheduled downtime; (iv) failure of the Services due to failure attributed to purchased cloud base hosting services; (vi) failure of the Services due to unauthorized changes or modification or additions made by Customer or in its behalf in the existing interfaces with Services.

2.7. If the Customer contacts Company with feedback data (e.g., questions, comments, suggestions or the like) regarding the Platform or the Service (collectively, "**Feedback**"), such Feedback shall be deemed to be non-confidential and non-proprietary, and the Company shall have a non-exclusive, royalty-free, worldwide, perpetual license to use or incorporate any such Feedback and related information into the Services and/or any of its current or future products or services in any manner it deems appropriate, including modifications to the Platform and/or the Services (without the Customer's approval and without further consideration). The Customer hereby irrevocably and royalty-free assign and transfer ownership interest or other rights in the Feedback exclusively to the Company, and declare that such Feedback will not contain any information or ideas that the Customer consider to be confidential or proprietary.

2.8. The Customer may request the Company to provide and/or create modifications, customized features, add-ons or any related developments to the Platform and/or the Services (the "**Developments**") for an additional payment or free of charge, as agreed between the Parties and subject to the Company's sole discretion. For the avoidance of doubt, it should be clear that the Company shall own and retain all right, title and interest in and to the Developments and all improvements, enhancements or modifications thereto and may use or incorporate any such Developments into the Services and/or any of its current or future products or services in any manner it deems appropriate, including modifications to the Platform and/or the Services (without the Customer's approval and without further consideration).

2.9. During the Term the Company will make available to Customer as part of the Services, all updates that are made generally available to the Company's customers at no additional cost. However, new modules may be licensed for an additional fee, as shall be agreed between the Parties. Subject to payment of the applicable fees, support will be provided to the Customer by the Company (the "**Support Services**") in accordance with the service levels detailed in the Service Level Agreement (the "**SLA**"), attached hereto as Annex A to this Agreement. It should be mentioned that the Support Services are subject to the Customer's obligation to install the updates once they are made available. The Company will not be required and cease to provide the Customer with the Support Services following six (6) months of failure to implement the update and until the completion of all the required updates. For the avoidance of doubt, the Company's entitlement to fees will remain in full force in such case.

2.10. The Company reserve the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof. In such an event the Company will use commercially reasonable efforts, without any guarantee to the Customer, to provide each Customer the Services until the lapse of any pre-paid service period.

2.11. The Services provided under this Agreement are subject to reasonable use and any use limitations specify herein or in the Company's price list. Unless otherwise agreed in writing between the Parties, each User is entitled to certain storage and traffic exchange in accordance with the Company's price list, as updated from time to time. Additional storage and/or traffic exchange may be available for an additional fee and subject to the Company's consent.

2.12. The Services may use or include third party software, services, files and components that are subject to third party license terms (the "**Third Party Components**"). The Customer's right to use such Third Party Components as part of, or in connection with, the Services is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and the terms of this Agreement, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. You

acknowledge and agree that regardless of the manner in which such Third Party Components may be offered to you, Next Plus merely acts as an intermediary platform between you and such Third Party Components, and does not in any way endorse any such Third Party Components, or shall be in any way responsible or liable with respect thereto. Next Plus will not be a party to, or in any way be responsible for monitoring, any interaction or transaction between you and any Third Party Components. Such Third Party Components are provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. Any and all use of such Third Party Components shall be done solely at your own risk and responsibility, and may be subject to such legal and financial terms which govern such Third Party Services, which you are encouraged to review before engaging with them. In addition, the Services include certain open source components that are subject to open source licenses ("**Open Source Software**"). Each item of Open Source Software is licensed under its applicable license terms which accompanies such Open Source Software. Nothing in this Agreement limits your rights under, nor grants you rights that supersede, the terms and conditions of any applicable license terms for the Open Source Software. A list of: (i) Third Party Components that their licenses require certain notification; and (ii) the Open Source Software is provided in the Services.

The Company may, at any time and at our sole discretion, suspend, disable access to or remove from the Services, any Third Party Components or Open Source Software – without any liability to you or to any other End User.

The list of the components is set out in https://nextplus.notion.site/Open-Source-List-88dc1b65f9704b74b86dab17544eca60?pvs=4. This list of components is provided for your information and convenience only. While we make efforts to keep this list accurate and up-to-date, please be aware that the software's composition might change over time as we continue to evolve and improve our service. Thus, the actual components used in our software may vary from those listed, may not be limited to those listed, and may include additional components not currently listed. We accept no liability for any errors or omissions in this list. If you have any questions about the third-party or open-source components used in our software, please contact us at

3. **Customer Responsibilities.**

3.1. As part of the registration process, Customer will identify an administrative username and password for Customer's account (the "**Account**"). Customer may use the administrative username and password to create standard users (each with a user password) up to the maximum number applicable according to the Services package chosen by the Customer in the registration process (the "**Users**"). Any deviation from the agreed Users maximum number limit will allow the Company to immediately terminate this Agreement, while its entitlement to fees will remain in full force as an agreed penalty. Customer shall be responsible for the acts or omissions of the Users or any person who accesses the Services using passwords or access procedures provided to or created by Customer. Every User must approve the terms of this Agreement as a pre-condition for using the Services. The Customer is responsible for maintaining the confidentiality of the username and password for the Account.

3.2. Customer shall abide by all applicable local, national and foreign laws, treaties and regulations in connection with Customer's use of the Services, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall, without undue delay: (i) notify Company of any unauthorized use of the username or password for the Account or any other known or suspected breach of security; (ii) report to Company and use reasonable efforts to stop immediately any copying or distribution of that comes to Customer's attention.

4. **Account Information and Data.**

4.1. Company does not own any data, information or material that Customer or its Users submits to the Services or which the Platform collects from Customer (the "**Customer Data**"). Customer shall (i) have sole right, title and interest in Customer Data; (ii) have the responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of the Customer Data and its use including the means by which Customer Data is acquired and transferred by Customer or its End Users; (iii) obtaining any licenses, permissions or authorizations required for any use of the Customer Data; Customer grants to the Company the necessary licenses and rights to Customer Data

solely as necessary for it to provide the Services to Customer. Customer represents and warrants that Customer's provision or the use of Customer Data shall not violate the rights of any third party, or any applicable law, rule, or regulation.

4.2. Notwithstanding the aforementioned, Customer hereby consents that the Company may process or use the Customer Data or any part thereof for Company's legitimate internal business purposes, including (i) service or product enhancement or improvement, and (ii) research, testing, development, controls, and operations of the Service (the "**Usage Data**").

4.3. The Services may include an option for End Users to utilize third-party Generative AI Services (each, a "**Generative AI Service**") through the Platform in order to generate suggestions and content based on Customer Data (the "**AI-Generated Content**"). By activating and using any Generative AI Service via our Services, you authorize us to use your submitted Customer Data for the purpose of generating AI-Generated Content. This use is governed by the terms provided by the respective third-party Generative AI Service. You represent and warrant that you have all necessary rights and permissions to allow your Customer Data to be used in this manner. Additionally, you agree to adhere to all applicable laws, regulations, and the terms set forth by third-party Generative AI Service providers when using their services. Be aware that Generative AI Services are based on emerging technologies, and the AI-Generated Content may not always be accurate, complete, or appropriate. This content is not intended to fulfill any regulatory, legal, or other professional requirements. The use of, reliance on, or sharing of AI-Generated Content is your sole responsibility and discretion. We are not liable for any outcomes resulting from your use of AI-Generated Content.

5. Intellectual Property Ownership.

5.1. The Company reserve all rights not granted in this Agreement. Company alone (and its licensors, where applicable) shall exclusively own all right, title and interest, including all related Intellectual Property Rights, in and to Platform, Company technology, software, Services, and the Usage Data. This Agreement shall not constitute and is not a sale and does not convey to Customer (or any third party) any rights of ownership in or related to the Platform, the Services, the Company technology, or the Intellectual Property Rights owned by Company other than the right to access and use the Services pursuant to the terms of this Agreement. The Company name, the Company logo, and the product names associated with the Services are trademarks of Company or third parties, and no right is granted to use them. Pursuant to this Agreement, Customer does not grant the Company any license or ownership rights in the Customer's Intellectual Property Rights except to the extent set in section 2.7 above.

5.2. The Customer exclusively owns all right, title, and interest in and to Customer's Confidential Information and the Customer Data, including all Intellectual Property Rights therein, irrespective of whether such Customer Data is stored or processed through or in the Services.

6. Billing.

6.1. When Customer elects to purchase Services package, it may elect to provide a credit card or other payment mechanism (such as wire transfer or bank transfer). The Customer agrees that the Company shall charge its credit card or other payment mechanism all amounts due and owing for the Services, including service fees, subscription fees or any other fee or charge associated with Customer's use of the Services. Any annual, monthly or similar periodic fees will be billed automatically to the credit card or other payment mechanism designated during the registration process for the Services, at the start of each renewal period, unless the Customer terminates its

subscription before the relevant period begins. It should be clarified that the payment terms are subject to the price quote or Customer's purchase order approved by the Company in writing.

6.2. Prices of the Services are subject to change at any time. The Company will strive wherever possible to give advance notice. Such notice may be provided at any time by posting the changes on the Company's website, direct e-mail sent to the Customer or in the Services itself.

6.3. All fees are final. There is no refunding of fees, regardless of whether the Customer uses the Services or not.

6.4. All fees for the Services are net and exclusive of any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). The Customer is responsible for paying all Taxes associated with purchasing the Services. Next Plus are solely responsible for taxes assessable against its income, property and employees.

6.5. If any fees are not received by Next Plus by the due date, then without limiting Next Plus's rights or remedies, those charges may accrue late interest at the rate of the higher of: (i) 1.5% of the outstanding balance per month, and (ii) the maximum rate permitted by law.

6.6. All fees charged under this Agreement are exclusive to the Customer and the Customer shall not disclose any information relating to them to any third party without the written consent of Next Plus.

7. Term; Termination.

7.1. This Agreement and the license and rights granted to Customer under this Agreement shall be in full force and effect, subject to payment by Customer of the applicable fees, from the date first usage and shall remain in effect unless the Customer desire not to renew this Agreement.

7.2. Either Party may terminate this Agreement by giving written notice to the other Party: (i) if the other Party is in breach of this Agreement provided that the alleging breaching Party fails or refuses to remedy such breach within thirty (30) days following notice of such breach from the non-breaching Party, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors (iii) for any reason, at its discretion without cause, upon ninety (90) days prior written notice to the other Party.

7.3. Without derogating from the above, Next Plus, at its sole discretion, may (a) suspend your rights to use the Platform and/or Services (including your Account) or (b) immediately terminate this Agreement when detects any use of the Platform or Services in violation of this Agreement. For the avoidance of doubt, it should be noted that the Company's entitlement to fees will remain in full force in such cases.

7.4. If this Agreement is terminated for any reason in accordance to 7.2~~7.2~~ and 7.3 (a) above, neither Party will be relieved of any obligation that accrued prior to the effective date of the termination, and Customer will pay Company for the value of all Services performed up to and including the effective date of any termination of this Agreement and Company will continue to provide to Costumer all Services up to and including the effective date of any termination of this Agreement.

7.5. Upon termination of this Agreement, your right to access and use the Platform and Services will terminate immediately.

8. Indemnification.

8.1. You will indemnify and hold us (and our officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim, demand, suit, or proceeding (the "**Claim**") made by any third party due to or arising out of

(a) your use of the Platform or Services, (b) your violation of this Agreement or any breach of the Restrictions; (c) your violation of applicable laws or regulations (including any privacy laws); (d) the Customer Data. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these Claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such Claim, action or proceeding upon becoming aware of it. The Customer will indemnify the Company for any damages finally awarded against (or any approved settlement) the Company in connection with any such Claim

8.2. Customer's indemnification obligations are conditioned upon the Company: (i) promptly notifying the Customer of any claim in writing; and (ii) cooperating with the Customer in the defense of any claim. The Company shall have the right to participate in the defense of any third-party claim with counsel selected by it subject to the Customer's right to control the defense thereof. Notwithstanding any other provision of this Agreement, the Customer shall not enter into settlement of any third-party claim without the prior written consent of the Company, which shall not be unreasonably withheld.

9. Services Warranty.

9.1. The Company warrants that the Service will perform in all material respects in accordance with the terms of this Agreement. Company shall use reasonable efforts to maintain the Services in a manner which minimizes errors and interruptions in the Services (the "**Service Warranty**"). In the event of a breach of the Service Warranty, the Company will use commercially reasonable efforts to correct any non-conformity. In the event the Company determines corrections to be impracticable, the Company or Customer may terminate this Agreement. In the event this Agreement is terminated as provided herein, the Company will refund to Customer any pre-paid fees for use of the Services for the termination portion of the applicable Term. The Company's sole liability and Customer's sole exclusive remedy, for any breach of the Service Warranty are set forth in this section 9.19.1.

9.2. The Service Warranty will not apply: (i) unless Customer makes a claim in writing, according to section 13.12 herein, within thirty (30) days of the date on which Customer noticed the non-conformity, (ii) if the non-conformity is caused by misuse, unauthorized modifications or other third-party products, services, software or equipment; (iii) any modifications were made to the Services by the Customer or any third party, without the Company's prior consent.

9.3. The Company does not warrant that the Services will be available on an uninterrupted, timely, secure, free of viruses or other harmful code, complete, accurate or error free or meet Customer's requirements; nor does it make any warranty as to the results that may be obtained from use of the Services. The platform and Services are provided "as is" and "as available" and the Company expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to, implied warranties or conditions of merchantability and fitness for a particular purpose, title, quiet enjoyment, quality and accuracy or non-infringement. The Company does not warrant that any information provided through the Services is accurate or complete or will always be available.

9.4. Customer acknowledges that an interruption in the Services due to circumstances beyond the reasonable control of the Company shall not be considered a Services outage or service deficiency for purposes of any remedy provided herein. If applicable law limits the application of the provisions of this section, the Company's liability will be limited to the maximum extent permissible.

10. Limitation of Liability.

10.1. IN NO EVENT SHALL NEXT PLUS (AND ITS SUPPLIERS) BE LIABLE UNDER THIS AGREEMENT TO YOU OR ANY THIRD PARTY FOR (i) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE PLATFORM OR SERVICES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) FOR LOSS OF USE, BUSINESS, REVENUES, OR PROFITS; IN EACH CASE, EVEN IF NEXT PLUS KNEW OR SHOULD HAVE

KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.2. ACCESS TO, AND USE OF, THE PLATFORM AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

10.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, THE PLATFORM, OR SERVICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), SHALL, AT ALL TIMES, NOT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, THE PLATFORM, OR SERVICES.

10.4. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Confidentiality.

11.1. Each Party agrees that it will use the Confidential Information of the other Party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other Party's prior written consent, except as otherwise permitted hereunder. However, either Party may disclose Confidential Information: (i) to its employees, officers, directors, attorneys or auditors who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (ii) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof (to the extent legally permitted), will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Each Party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this section the non-breaching Party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each Party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

11.2. The parties agree that the terms and provisions of this Agreement shall be kept confidential and shall be disclosed only to those persons and entities as required by law or as permitted by the other party hereto.

12. Data Protection

12.1. To the extent that the Company processes Customer Personal Data, it shall do so only in accordance with the Data Processing Addendum, attached hereto as Annex B (the "DPA"), which is incorporated by reference into this Agreement. As used herein, "Customer Personal Data" shall be as defined in the DPA.

12.2. The Company will maintain, throughout the Term appropriate technical and organizational safeguards in order to support the security, confidentiality and integrity of Customer Data and other proprietary information. The Company shall only use Customer Data as permitted under this Agreement and in accordance with the DPA.
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13. Miscellaneous.

13.1. This Agreement is made under and shall be governed by and construed in accordance the laws of the State of Israel, without application of its principles of conflicts of law. The Parties irrevocably consent to the exclusive

jurisdiction of the competent courts in Tel Aviv, Israel, to adjudicate all disputes arising from or related to this Agreement to the exclusion of the jurisdiction of any other court; however, the Company shall retain the right to institute proceedings, in any other territory.

13.2.   The Company may identify Customer on its website(s) and other marketing materials as a user of the Services.

13.3.   This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any) and/or by prominently posting notice of the changes on the Platform. Any changes to this Agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Platform. These changes will be effective immediately for new users of our Platform or Services. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Platform or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

13.4.   Neither Party shall transfer, delegate, subcontract, assign or pledge in any manner whatsoever any of its rights or obligations under this Agreement without the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Without derogating from the above, a Party may assign this Agreement in connection with a merger, acquisition, sale of all or substantially all of its relevant assets or other such change of control or corporate reorganization. The terms of this Agreement shall be binding upon assignees.

13.5.   If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against regulatory or public policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall in no way be affected, impaired or invalidated.

13.6.   The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation.

13.7.   Next Plus will not be liable for any delay or non-performance of its obligations hereunder if such delay is caused by factors beyond its control, including without limitation acts of God, war, riot, fire, explosion, flood, earthquake or technical failure beyond the Company's reasonable control (the "**Force Majeure**"). Subject to the Company promptly notifying the Customer in writing of the reasons for the delay (and the likely duration of the delay), the performance of such Company's obligations shall be suspended during the period of Force Majeure and the Company shall be granted an extension of time for performance equal to the period of the delay. Either Party may, if such delay continues for more than sixty (60) consecutive days terminate this Agreement forthwith on giving notice in writing to the other in which event neither Party shall be liable to the other by reason of such termination.

13.8.   The terms and provisions herein contained constitute the entire Agreement between the Parties with respect to the subject matters hereof and shall supersede all previous communications, oral or written, between the Parties hereto with respect to the subject matters hereof. No modification, amendment or correction to this Agreement shall be binding upon either of the Parties hereto unless in writing and signed by the duly authorized representatives of both Parties.

13.9.   Your relationship with us is that of an independent contractor, and neither party is an agent or partner of the other.

13.10.   No waiver of any rights by any Party hereto shall be construed as a waiver of the same or any other right at any prior or subsequent time. Furthermore, no waiver or delay on the part of a Party in exercising any power or right hereunder, shall in any way restrict or diminish the full rights and powers of that Party under this Agreement, or operate as a waiver of any breach by a Party of any of the terms or conditions of this Agreement.

13.11.   Customer consents to receive communications from the Company by email in accordance with this Agreement and applicable law. Customer acknowledges and agrees that all agreements, notices, disclosures and other communications that the Company provides to Customer electronically will satisfy any legal requirement that such communications be in writing.

13.12.   All notices permitted or required under this Agreement, unless specified otherwise in this Agreement, must be sent in writing as follows in order to be valid: (i) if to Customer, via email to the address associated with Customer's Account, and (ii) if to the Company, info@nextplus.io. Notices will be deemed given (a) if to Customer, when emailed, and (b) if to the Company, on receipt by the Company.

13.13.   To get in touch with our Customer Service - please Send an email message to: info@nextplus.io.

<u>**Data Processing Addendum**</u>

This Data Processing Addendum ("**DPA**") is incorporated by reference into Next Plus's Terms of Use (the "**Agreement**") entered by and between you, the Customer (as defined in the Agreement) (collectively, "**you**", "**your**", "**Customer**"), and N.P.O Systems Ltd. ("**Next Plus**", the "**Company**", "**we**", "**us**" or "**our**") to reflect the Parties' agreement with regard to the Processing of Personal Data by the Company solely on behalf of the Customer.

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

By using the Services, you accept this DPA. If you cannot, or do not agree to, comply with and be bound by the terms of this DPA, or do not have authority to bind the Customer or any other entity, please do not provide any Personal Data (as defined below) to us.

1. **Definitions.**

   1.1. "**Affiliate**" means a person or entity controlling, controlled by or under the common control with the Company or Customer (as applicable); the term "*control*", for the purpose of this definition, means an ownership, voting, or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question.

   1.2. "**Authorized Affiliate**" means any of Customer's Affiliate(s) which (i) is subject to the Data Protection Laws, and (ii) is permitted to use the Services pursuant to the Agreement between Customer and the Company, but has not signed its own Order Form with the Company and is not a "Customer" as defined under the Agreement.

   1.3. "**CCPA**" means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. seq. and its implementing regulations.

   1.4. "**Data Protection Laws**" means all applicable and binding privacy and data protection laws and regulations, including such laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom, Canada, Israel and the United States of America, as applicable with regard to the Processing of Personal Data and on the free movement of such data including (without limitation) the GDPR, the UK GDPR, and the CCPA.

   1.5. "**Data Subject**" means the identified or identifiable person to whom the Personal Data relates.

1.6. "**GDPR**" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

1.7. "**Personal Data**" means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person, which is processed by the Company solely on behalf of the Customer, under this DPA and the Agreement.

1.8. "**Services**" means all services provided by the Company in accordance with, and as defined in, the Agreement.

1.9. "**Sensitive Data**" means Personal Data that is protected under a special legislation and requires unique treatment, such as "special categories of data", "sensitive data" or other materially similar terms under applicable Data Protection Laws, which may include any of the following: (a) social security number, tax file number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) credit or debit card number; (c) financial, credit, genetic, biometric or health information; (d) information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences.

1.10. "**Sub-processor**" means any third party engaged by the Company in the Processing of Personal Data in connection with the Services.

1.11. "**Standard Contractual Clauses**" means the standard contractual clauses of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

1.12. "**UK GDPR**" means all data protection laws and regulations applicable to the United Kingdom, including the Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

The terms "**Business**", "**Controller**", "**European Commission**", "**Member State**", "**Personal Data**", "**Processor**", "**Process**", "**Processing**", "**Service Provider**" and "**Supervisory Authority**" shall have the meanings ascribed to them in the Data Protection Laws, as applicable.

2. **Application of this DPA.**
   2.1. This DPA will only apply to the extent all of the following conditions are met:
      2.1.1. Company processes Personal Data that is made available by the Customer in connection with the Agreement (whether directly by the Customer or indirectly by a third party retained by and operating for the benefit of the Customer);
      2.1.2. The Data Protection Laws applies to the processing of Personal Data.
      2.1.3. This DPA will only apply to the Services for which the parties agreed to in the Agreement, which incorporates this DPA by reference.

3. **Processing of Personal Data.**
   3.1. This DPA applies when Personal Data is Processed by the Company strictly on behalf of Customer, as part of the provision of the Services. In this context and for the purposes of the GDPR or any similar Data Protection Laws, Customer is the data Controller and the Company is the data Processor; and for the purposes of the CCPA (to the extent applicable), Customer is the Business and the Company is the Service Provider.
   The terms "Controller" and "Processor" below hereby relates to the Customer and the Company, respectively.

3.2. Customer, in its use of the Services, and Customer's instructions to the Processor, shall comply with Data Protection Laws. Customer shall establish and have any and all required legal bases in order to collect, Process and transfer to Processor the Personal Data, and to authorize the Processing by Processor, and for Processor's Processing activities on Customer's behalf, including the pursuit of 'business purposes' as defined under the CCPA.

3.3. If Customer is a Processor, Customer warrants to Company that Customer's instructions and actions with respect to the Personal Data, including its appointment of Company as another Processor and concluding the Standard Contractual Clauses, have been authorized by the relevant Controller.

4. **Processing Purpose**.

4.1. Subject to the Agreement, Company shall Process Personal Data only as necessary for the performance of the Services and for the performance of the Agreement and this DPA, unless required to otherwise by s required by a court of competent jurisdiction or other competent governmental or semi-governmental authority to which the Company or any Affiliate thereof are subject, in which case, the Company shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interes. The duration of the Processing, the nature and purposes of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in **Schedule 1** (Details of the Processing) to this DPA.

4.2. Processor shall inform Customer without undue delay if, in Processor's opinion, an instruction for the Processing of Personal Data given by Customer infringes applicable Data Protection Laws. To the extent that Processor cannot comply with an instruction from Customer, Processor (i) shall inform Customer, providing relevant details of the issue, (ii) Processor may, without liability to Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing such data) and/or suspend Customer's access to the Services, and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, Customer may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Services, and Customer shall pay to Processor all the amounts owed to Processor or outstanding prior to the date of termination. Customer will have no further claims against Processor (including, without limitation, requesting refunds for Services) pursuant to the termination of the Agreement and the DPA as described in this section.

4.3. Processor acknowledges and confirms that it does not receive or process any Personal Data as consideration for any services or other items that Processor provides to Customer under the Agreement. Processor shall not have, derive, or exercise any rights or benefits regarding Personal Data Processed on Customer's behalf, and may use and disclose Personal Information solely for the purposes for which such Personal Data was provided to it, as stipulated in the Agreement and this DPA. Processor certifies that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling (as such term is defined in the CCPA) any Personal Data Processed hereunder without Customer's prior written consent, nor take any action that would cause any transfer of Personal Data to or from Processor under the Agreement or this DPA to qualify as "selling" such Personal Data under the CCPA. For the avoidance of doubt, Processor will not use, retain or disclose Personal Data for any purpose other than providing the Service.

4.4. The Parties agree that the Services are not intended for the Processing of Sensitive Data, and that if Customer wishes to use the Services to Process Sensitive Data, it must first obtain the Processor's explicit prior written consent and enter into any additional agreements as may be required by the Company.

5. **Data Subject Requests; Assistance.**

5.1. Taking into account the nature of the Processing, Processor will reasonably assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to

respond to requests for exercising the Data Subjects' rights under the GDPR or other Data Protection Laws, to request access, rectification or deletion of Personal Data, to restrict or object to further processing of such data, to receive a portable copy thereof, or to request not to be subject to automated individual decision-making. Processor will further reasonably assist Customer, upon Customer's reasonable request, in ensuring compliance with Customer's obligations in connection with the security of Processing, notification of a Personal Data Breach to supervisory authorities and affected Data Subjects, Customer's data protection impact assessments and Customer's prior consultation with supervisory authorities, insofar as it relates to Processor's Processing of Personal Data under this DPA, and to the extent Customer does not otherwise have access to the relevant information, and that such information is available to Processor. Except for negligible costs, Customer will promptly reimburse Processor with costs and expenses incurred by Processor in connection with the provision of assistance to Customer under this DPA.

6. **Personnel; Confidentiality.**
   6.1. Processor will ensure that its access to Personal Data is limited to those Personnel who require such access to perform the Agreement.
   6.2. Processor will impose appropriate contractual obligations upon its Personnel engaged in the Processing of Personal Data, including relevant obligations regarding confidentiality, data protection, and data security. Processor will ensure that its Personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training in their responsibilities, and have executed written confidentiality agreements.

7. **Sub-Processors.**
   7.1. Processor may engage Sub-Processors to Process Personal Data on behalf of Customer. Customer hereby provides Processor with a general authorization to engage the Sub-Processors listed at http://nextplus.io/l/sub-processors/ . All Sub-Processors have entered into written agreements with Processor that bind them by data protection obligations substantially similar to those under this DPA. Where a Sub-Processor fails to fulfil its data protection obligations in connection with the Processing of Personal Data under this DPA, Processor will remain fully liable to Customer for the performance of that Sub-Processor's obligations.

8. **Cross-Border Data Transfers.**
   8.1. **Transfers from the EEA, Switzerland and the United Kingdom to countries that offer adequate level or data protection**. Personal Data may be transferred from EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, "**EEA**"), Switzerland and the United Kingdom ("**UK**") to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the European Union, the Member States or the European Commission, Switzerland, and/or the UK as relevant ("**Adequacy Decisions**"), as applicable, without any further safeguard being necessary.
   8.2. **Transfers from the EEA, Switzerland and the United Kingdom to other countries**. If the Processing of Personal Data by Next Plus includes transfers (either directly or via onward transfer) from the EEA, Switzerland (collectively "**EEA Transfer**") and/or the UK ("**UK Transfer**") to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative recognized compliance mechanism as may be adopted by Processor for the lawful transfer of personal data (as defined in the GDPR) outside the EEA, Switzerland or the UK, as applicable, then (i) the terms set forth in Part 1 of Schedule 1 (EEA Cross Border Transfers) shall apply to any such EEA Transfer; (ii) the terms set forth in Part 2 of Schedule 1 (UK

Cross Border Transfers) shall apply to any such UK Transfer; and (iii) the terms set forth in Part 3 of Schedule 1 (Additional Safeguards) shall apply to such an EEA Transfer and a UK Transfer.

9. **Security.**

9.1. Processor shall maintain industry-standard technical and organizational measures for protection of Personal Data Processed hereunder, pursuant to the Processor information security policy. Processor regularly monitors its compliance with these safeguards. Processor will not materially decrease the overall security of the Service during the term of the Agreement.

9.2. Upon Customer's 14 days prior written request at reasonable intervals (no more than once every 12 months), and subject to strict confidentiality undertakings by Customer, Processor shall make available to Customer that is not a competitor of Processor (or Customer's independent, reputable, third-party auditor that is not a competitor of Processor and not in conflict with Processor, subject to their confidentiality and non-compete undertakings) information necessary to demonstrate compliance with this DPA, and allow for and contribute to audits, including inspections, conducted by them (provided, however, that such information, audits, inspections and the results therefrom, including the documents reflecting the outcome of the audit and/or the inspections, shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Processor's prior written approval. Upon Processor's first request, Customer shall return all records or documentation in Customer's possession or control provided by Processor in the context of the audit and/or the inspection). In the event of an audit or inspections as set forth above, Customer shall ensure that it (and each of its mandated auditors) will not cause (or, if it cannot avoid, minimize) any damage, injury or disruption to Processor's premises, equipment, personnel and business, as applicable, while conducting such audit or inspection. The audit rights set forth in 9.2 above, shall only apply to the extent that the Agreement does not otherwise provide Customer with audit rights that meet the relevant requirements of Data Protection Laws.

10. **Data Incident Management and Notification.**

10.1. Processor maintains security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed by Processor on behalf of the Customer (each, a "**Data Incident**"). Processor shall make reasonable efforts to identify and take those steps as Processor deems necessary and reasonable to remediate and/or mitigate the cause of such Data Incident to the extent the remediation and/or mitigation is within Processor's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer, its Users or anyone who uses the Services on Customer's behalf. Customer will not make, disclose, release or publish any finding, admission of liability, communication, notice, press release or report concerning any Data Incident which directly or indirectly identifies Processor (including in any legal proceeding or in any notification to regulatory or supervisory authorities or affected individuals) without Processor's prior written approval, unless, and solely to the extent that, Customer is compelled to do so pursuant to applicable Data Protection Laws. In the latter case, unless prohibited by such laws, Customer shall provide Processor with reasonable prior written notice to provide Processor with the opportunity to object to such disclosure and in any case, Customer will limit the disclosure to the minimum scope required.

11. **Return and Deletion of Personal Data.**

11.1. Following termination of the Agreement and cessation of the Services, at the choice of Customer, Processor shall return or to the fullest extent technically feasible delete all Customer Data in its possession or control. This requirement shall not apply to the extent Processor is required by applicable law to retain some or all of the

Customer Data, or to Customer Data it has archived on back-up systems (e.g., in the form of audit logs), which Customer Data Processor shall securely isolate and protect from any further Processing, except to the extent required by applicable law. To the extent authorized or required by applicable law, Processor may also retain one copy of the Personal Data solely for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or for compliance with legal obligations.

12. Term.

12.1.　　This DPA will commence and become legally binding on the earlier of (i) the date of its execution, (ii) the effective date of the Agreement to which it relates, or (iii) the initiation of Processor's Processing of Personal Data on behalf of Customer; and will continue until the Agreement expires or is terminated.

13. Authorized Affiliates.

13.1.　　The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, in which case each Authorized Affiliate agrees to be bound by the Customer's obligations under this DPA, if and to the extent that Processor Processes Personal Data on the behalf of such Authorized Affiliates, thus qualifying them as the "Controller". All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any breach of the terms and conditions therein by an Authorized Affiliate shall be deemed a breach by Customer.

13.2.　　Customer shall remain responsible for coordinating all communication with Processor under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

14. Limitation of Liability.

14.1.　　Each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates of Customer and the Company, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement and all DPAs together.

15. Other Provisions.

15.1.　　**Modifications**. Each Party may by at least forty-five (45) calendar days' prior written notice to the other Party, request in writing any variations to this DPA if they are required as a result of any change in any Data Protection Laws to allow Processing of Customer Personal Data to be made (or continue to be made) without breach of those Data Protection Laws. Pursuant to such notice: (i) the Parties shall use commercially reasonable efforts to accommodate such required modification; and (ii) Customer shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by Processor to protect the Processor against additional risks, or to indemnify and compensate Processor for any further steps and costs associated with the variations made herein at Customer's request. The Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's or Processor's notice as soon as is reasonably practicable. In the event that the Parties are unable to reach such an agreement within 30 days of such notice, then Customer or Processor may, by written notice to the other Party, with immediate effect, terminate the Agreement or DPA to the extent that it relates to the elements of the Services which are affected by the proposed variations (or lack thereof).

Customer will have no further claims against Processor (including, without limitation, requesting refunds for the Services) pursuant to the termination of the Agreement and the DPA as described in this Section.

15.2.   **Data Protection Impact Assessment and Prior Consultation**. Upon Customer's reasonable request, Processor shall provide Customer, at Customer's cost, with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR or the UK GDPR (as applicable) to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Processor. Processor shall provide, at Customer's cost, reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section 15.2, to the extent required under the GDPR or the UK GDPR, as applicable.

15.4.   **Conflict**. In the event of any conflict or inconsistency between certain provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement solely with respect to the Processing of Personal Data. In the event of any conflict between certain provisions of this DPA and any of its Schedules and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

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SCHEDULE 1 – DETAILS OF THE PROCESSING

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I.   Nature and Purpose of Processing

- Providing the Services to Customer in accordance with the Agreement.
- Processing to comply with other reasonable instructions provided by Customer where such instructions are consistent with the Agreement.
- Performing the Agreement, this DPA and/or other contracts executed by the Parties.
- Sharing Personal Data with third parties in accordance with Customer's instructions and/or pursuant to Customer's use of the Services (e.g., integrations between the Services and any services provided by third parties, as configured by or on behalf of Customer to facilitate the sharing of Personal Data between the Services and such third party services).
- Rendering Personal Data fully and irrevocably anonymous and non-personal, in accordance with applicable standards recognized by Data Protection Laws and guidance issued thereunder.
- Complying with applicable laws and regulations.
- All tasks related with any of the above.

II.   Duration of Processing

Subject to any section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Processor will Process Personal Data pursuant to the DPA and Agreement for the duration of the Agreement, unless otherwise agreed upon in writing.

III.   Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion. The Company has no control over the identity of the Data Subjects whose Personal Data is processed on behalf of Customer and over the types of Personal Data Processed.

IV.   Categories of Data Subjects

Customer may submit Personal Data to the Services which may include, but is not limited to, Personal Data relating to the following categories of Data Subjects:

- Employees, agents, advisors, freelancers of Customer (who are natural persons).
- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Any other third party individual with whom Customer decides to communicate through the Services.