

## SOFTWARE-AS-A-SERVICE AGREEMENT

This Software-as-a-Service Agreement (this “**Agreement**”) is entered as of and in connection with a certain Order(s) (the “**Order**”) by and between Complyt Technologies Ltd (“**Complyt**”). The Customer referred to under the Order (each may also be referred to as a “**Party**” and collectively the “**Parties**”). *Capitalized terms not otherwise defined herein shall have the meaning given to them in the Order (as defined below).*

**WHEREAS,** Complyt provides services in the field of automated tax compliance (including, without limitation, sales tax compliance), *inter alia*, through a cloud-based SaaS platform (the “**Platform**”) that offers an all-in-one solution for effortless, accurate, and efficient tax compliance (including without limitation, sales tax compliance across the U.S., as well as other tax-related services (the Platform, together with any such other tax-related services shall be referred to as the “**Service**”, or “**Services**”);

**WHEREAS,** Customer would like Complyt to provide it with the Service, through, *inter alia*, provision of access to the Platform; and

**WHEREAS** Complyt agrees to provide Customer with such Service, subject to and following the terms and conditions of this Agreement,

**NOW, THEREFORE,** in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Parties agree as follows:

### 1. THE SERVICE

- 1.1. Platform License. Subject to Customer’s compliance with the terms and conditions of this Agreement and payment of all applicable fees, Complyt grants to Customer a worldwide, non-exclusive, payment-bearing, non-transferable, non-assignable and non-sublicensable revocable license (the “**License**”) for Customer to use the Platform, solely for the purpose of internal calculation by the Customer of its U.S. sales tax payment obligations. Other features the Platform may now and/or in the future offer, any other use of the Platform is prohibited and subject to Complyt’s prior written consent in its sole discretion. The License shall be granted according to the terms detailed herein and under the Order and/or any other order which may be entered into by the Parties, which shall be deemed an “Order” and be subject to the terms hereof.
- 1.2. Additional Services. Subject to Customer’s compliance with the terms and conditions of this Agreement and payment of all applicable fees, Complyt will provide Customer with such additional Services, as detailed under the Order.
- 1.3. Customization and Integration: Any required customizations and technical specifications (the “**Specifications**”) for integrating the Platform with the Customer’s systems will be detailed in the Order. The Customer is responsible for ensuring that its systems meet the necessary Specifications for proper operation of the Platform. If the Customer’s systems fail to meet these requirements, Complyt may charge additional fees for any required support.
- 1.4. Complyt may make modifications, additions, and upgrades to the Service and the Platform as it deems necessary. The terms of this Agreement will apply to any updates that Complyt may make available to the Customer. For the removal of doubt, it is clarified that Complyt is under no obligation to develop or release any updates or upgrades.
- 1.5. To access the Service and the Platform, the Customer may be required to create an account by choosing a password and inserting an E-mail address (the “**Account**” and the “**Account Information**”, respectively). Any registration information that Customer provides to Complyt must be accurate, current, and complete. Customer shall be solely responsible for maintaining the confidentiality of its Account Information and for anything that happens through its Account, whether or not such actions were taken by Customer or by any third parties. Complyt may access Customer's Account to respond to Customer's support requests.
- 1.6. Complyt shall make commercially reasonable efforts to ensure that the Platform will be accessible and functional continuously, with the exception of scheduled maintenance periods, as shall be notified in advance by Complyt to the Customer. The foregoing notwithstanding, Customer acknowledges and agrees that the Services and the Platform may be inaccessible or inoperable at any time and for any reason, including without limitation due to

equipment malfunctions, unscheduled maintenance or repairs, or causes that are beyond Complyt's reasonable control or not reasonably foreseeable by Complyt, including without limitation interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

- 1.7. In using the Services and the Platform, Customer shall adhere to all applicable laws regarding the transmission and distribution of information or material over the Internet and will otherwise adhere to generally accepted standards of Internet usage.
- 1.8. Customer's use of the Service is limited to that specifically and explicitly permitted in this Agreement. Customer will not, and will not allow, permit or assist any third party: (i) to attempt to discover any source code or underlying ideas or algorithms of the Service; and (ii) provide, lease, rent, lend, license, assign, delegate, or otherwise transfer or use or allow others to transfer or use the Service for the benefit of any third party.

## 2. **PLATFORM AND SERVICES INTEGRATION, MAINTENANCE & SUPPORT**

- 2.1. *Integration.* Complyt will assist Customer in integrating the Platform licensed hereunder with Customer's systems. The customer is responsible for preparing the required infrastructure according to the Specifications and any of its systems used to access the Platform to allow proper operation and maintenance of the Platform, for maintaining the Customer's operating environment in accordance with the Specifications and in good working order, and for having either internal or third-party support of the hardware, operating system, firewalls, proxy servers, etc. to allow the Platform to be used by Customer.
- 2.2. *Maintenance and Support.* Complyt shall make the best commercial efforts to ensure that the Platform licensed hereunder will be accessible and functional continuously, with the exception of scheduled maintenance periods, as Complyt will notify Customer in advance. Complyt will provide such maintenance and support for the Platform as may be required to meet its standards and practices, as determined by it from time to time.

## 3. **CUSTOMER DATA; DATA PROTECTION**

- 3.1. Customer will be solely responsible for uploading data on the Platform for the use of the Service (any data uploaded onto the Platform by Customer and/or its employees (including without limitation the Account Information) shall be referred to herein as "**Customer Data**"). The Customer Data is and shall remain the sole and exclusive property of the Customer and shall be deemed Confidential Information of Customer.
- 3.2. Complyt has no obligation to monitor any Customer Data for accuracy, completeness, or proper performance. Nonetheless, if Complyt deems such action necessary, Complyt may (i) remove Customer Data from the Service or (ii) suspend Customer's access to the Service. Complyt will endeavor to alert Customer of the aforementioned actions and give Customer a reasonable opportunity to cure its breach; however, if Complyt determines in its sole discretion that Customer's actions endanger the operation of the Service or of other users of Complyt, Complyt may suspend Customer's access immediately without notice. Complyt has no liability to Customer for removing or deleting any Customer Data from or suspending Customer's access to the Service as described in this Section 2.2.
- 3.3. Complyt may remove or delete any Customer Data or any other data relating to the Customer within a reasonable period of time after the termination of this Agreement.
- 3.4. Customer hereby grants Complyt a non-exclusive, worldwide, royalty-free license to store, host, display, and otherwise use the Customer Data as necessary for the provision of the Service in accordance with this Agreement. Complyt may use Customer Data for providing the Services and supporting the Customer. In addition, Complyt may use Customer Data for improving the Service, provided that such use shall use shall comply with applicable privacy laws and be limited to anonymized and aggregated data.

- 3.5. Any feedback, suggestions, ideas, or other inputs that Customer provides to Complyt in connection with the Service may be freely used by Complyt to improve or enhance its products and services and, accordingly, all rights to such improvements and/or enhancements, howsoever arising, including as a result of any ideas, inputs or information provided by Customer as aforesaid, shall vest solely with Complyt.
- 3.6. Customer hereby authorizes Complyt to make use of the Customer's name in connection with the Service in any advertising, promotional, or sales literature without the prior written consent of the Customer.
- 3.7. To the extent that in the course of the provision of its Services, Complyt will be granted access and process any data that identifies a natural person or can make a natural person identifiable, and to the extent required under the applicable data protection and privacy law, Complyt's Data Processing Addendum available at: [<https://complyt.io/DPA/>] shall apply

#### 4. **CUSTOMER REPRESENTATIONS**

Customer represents and warrants to Complyt that Customer possesses all rights required to lawfully upload the Customer Data onto the Platform and share the Customer Data within the Platform and/or otherwise make use of the Service with respect to the Customer Data and allow Complyt to provide the Service in connection therewith, and further warrants and represents that the display, access to and use of such Customer Data does not infringe upon, misappropriate, or otherwise violate any intellectual property, proprietary, privacy or other rights of any third parties. Without derogating from any of Complyt's rights and remedies under this Agreement and/or under law, Complyt will be entitled, at its sole discretion, to immediately discontinue the Service or any part thereof in the event of any alleged infringement, misappropriation, or violation of any rights of any third parties in connection with the Customer Data.

#### 5. **CONSIDERATION**

- 5.1. Customer will pay Complyt the fees for the provision of Service and access to the Platform in accordance with the Order, which fees are non-refundable.
- 5.2. All prices and fees under the Order are net and exclusive of any taxes (including without limitation any Value Added Tax or other sales tax), customs, tariffs, or other charges or fees, all of which will be added to such prices and fees and borne exclusively by Customer. In addition, notwithstanding anything to the contrary in any applicable law, no amounts shall be set off by Customer for any reason whatsoever from any payments due to Complyt hereunder.
- 5.3. Complyt will invoice Customer periodically, as shall be set forth in the Order. Payment will be due within thirty (30) days from the date of invoice and shall be made in U.S. dollars or any other currency agreed by Complyt by way of a wire transfer and/or other approved payment transmitters, for the invoiced amount to Complyt's bank account designated in such invoice or as otherwise designated by Complyt.
- 5.4. Any payments by Customer that are not paid on or before the date such payments are due under this Agreement shall bear interest of one percent (1%) per month. Interest shall accrue beginning as of 30 days after the due date for payment and shall be compounded quarterly.

#### 6. **TERM AND TERMINATION**

- 6.1. Unless otherwise specified in the applicable Order, this Agreement will automatically renew for an additional 12 months unless either party provides written notice of non-renewal at least 30 days prior to the end of the current term. Complyt will send a renewal notice to the Customer at least 45 days prior to the renewal date. Renewal will be subject to the terms outlined herein, including potential revisions to the price quote and other payment terms. Complyt will notify the Customer prior to each renewal period to confirm the continuation of the Agreement under the updated terms.

- 6.2. The term of this agreement and, as applicable, any renewal thereof, shall be as specified in the order (the “**Term**”).
- 6.3. Each Party may terminate this Agreement at any time, without cause, upon a thirty (30) days’ prior written notice to Customer, provided that no Order is outstanding at such time. Termination of this Agreement under this Section shall be in addition to, and not a waiver of, any remedy at law or in equity available to Complyt arising from Customer’s breach of this Agreement or any other agreement relating to the Service.
- 6.4. Either Party may terminate this Agreement if the other Party breaches any material term or condition of this Agreement and such breach is not remedied within thirty (30) days after receiving written notice thereof.
- 6.5. Notwithstanding the above, if the Customer fails to make a any timely payment of fees owed to Complyt, or breaches any of its representations and warranties under this Agreement (including, without limitation, those in Section 3), Complyt reserves the right to suspend or terminate this Agreement and the related Services. However, Complyt will provide written notice to the Customer and make reasonable efforts to resolve the issue before taking such action.
- 6.6. Either Party shall have the right to immediately terminate this Agreement, upon written notice, in the event the other Party files a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or discontinues its business or has a receiver appointed for its business and such receiver is not discharged within 90 days.
- 6.7. Upon termination or expiration of this Agreement, Customer shall immediately cease to use the Service and Platform.
- 6.8. For removal of doubt, termination or expiration of this Agreement for any reason under this Section 5 shall not derogate from or relieve Customer’s obligation to pay Complyt any and all fees as detailed under the applicable Order (whether or not the respective Services were rendered by Complyt prior to such termination or expiration), which payment must be effected within no later than 7 days as of such termination.
- 6.9. Should this Agreement expire or be terminated for any reason, Complyt will not be liable to Customer due to such expiration or termination, for compensation, reimbursement, or damages on account of the loss of prospective profits, anticipated sales, goodwill, or on account of any expenditures, investments or commitments in connection with Customer’s business, or for any other reason whatsoever arising from such termination or expiration.
- 6.10. Sections 5 (“*Consideration*”), 6.5, 6.6, 6.7, 6.8, 7 (“*Intellectual Property Rights*”), 8 (“*Warranty Disclaimer*”), 9 (“*Limitation of Liability*”), 10 (“*Indemnification*”), 11 (“*Confidentiality*”) and 12 (“*Miscellaneous*”) herein, shall survive any termination or expiration hereof.

## 7. **INTELLECTUAL PROPERTY RIGHTS**

- 7.1. All materials, including but not limited to any computer software (in object code and source code form, but with the exception of Customer Data), data or information employed by Complyt pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by Complyt to provide the Platform and the Service, including without limitation all patent, copyright, trade secret and any other proprietary rights therein, are and shall remain the sole and exclusive property of Complyt.
- 7.2. Further, it is hereby agreed that any and all inventions, developments, source codes, improvements, mask works, trade secrets, modifications, discoveries, concepts, ideas, and designs, including any derivative works, modifications, and any proprietary information (including, without limitation, any ideas, concepts, know-how, techniques or insights which may be provided by the Customer pursuant to Customer's use of the Service), whether or not patentable or otherwise protectable, and all intellectual property rights associated therewith, which are invented, made, developed, discovered, conceived or created, in whole or in part, independently by Complyt, or jointly with others (including the Customer), in connection to the Service and/or the customization work and/or any

other confidential or proprietary information of Complyt or which was provided by Complyt to Customer, shall be the sole and exclusive property of Complyt.

7.3. Customer agrees that Complyt may collect general, aggregated, non-personally identifiable information regarding data about Customer's usage of the Service and use such information for statistical purposes and to improve its products. In addition, any feedback, suggestions, ideas, or other inputs that Customer provides to Complyt in connection with Service may be freely used by Complyt to improve or enhance its products and, accordingly, all rights to such improvements and/or enhancements, howsoever arising, including as a result of any ideas, inputs or information provided by Customer as aforesaid, shall vest solely with Complyt.

8. **WARRANTY DISCLAIMERS**

CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS BEING PROVIDED 'AS IS'. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPLYT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS, OR SUITABILITY FOR ANY PARTICULAR PURPOSE (EVEN IF ON NOTICE OF SUCH PURPOSE), OF ERROR-FREE OR UNINTERRUPTED OPERATION, NON-INFRINGEMENT, AND SATISFACTORY QUALITY. IN ADDITION, WHILE COMPLYT TAKES COMMERCIALY REASONABLE MEASURES TO SECURE THE PLATFORM AND CUSTOMER DATA, IT CANNOT AND DOES NOT GUARANTEE ABSOLUTE SECURITY AGAINST THE LOSS OF DATA. CUSTOMER ACKNOWLEDGES THAT THE USE OF THE PLATFORM DOES NOT CONSTITUTE AND IS IN NO WAY A SUBSTITUTION FOR ANY TAX AND/OR OTHER PROFESSIONAL ADVICE AND THAT COMPLYT DOES NOT AND WILL NOT TAKE ANY RESPONSIBILITY AND/OR ACCOUNTABILITY IN CONNECTION WITH THE PLATFORM IN THAT RESPECT. COMPLYT DOES NOT ASSUME ANY RESPONSIBILITY FOR LEGISLATIVE CHANGES, WHETHER KNOWN OR FUTURE. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE ACCURACY OF THE TAX CALCULATIONS PROVIDED BY COMPLYT UNDER THE SERVICES IS RELIANT ON THE QUALITY AND ACCURACY OF THE DATA PROVIDED BY THE CUSTOMER.

9. **LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL COMPLYT OR ANYONE ON ITS BEHALF BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF ACTUAL OR ANTICIPATED REVENUE, CUSTOMERS, BUSINESS, GOODWILL, SAVINGS, PROFITS OR LOST DATA, IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICE TO BE PROVIDED HEREUNDER AND/OR THE USE OF THE PLATFORM OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE PLATFORM, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN WARRANTY, CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF COMPLYT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.- NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL THE TOTAL AND AGGREGATE LIABILITY OF COMPLYT FOR ANY CLAIM UNDER ANY CAUSE OF ACTION IN CONNECTION WITH THIS AGREEMENT AND THE SERVICE, EXCEED THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID TO COMPLYT BY CUSTOMER UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING SUCH CLAIM.

10. **INDEMNIFICATION**

- 10.1. Customer agrees to indemnify and hold Complyt harmless from losses, liabilities, and expenses (including reasonable attorneys' fees) arising from third-party claims due to the following: (i) Customer's misuse of the Platform, including any use that violates this Agreement or applicable laws; (ii) Customer's infringement of any third-party rights, such as copyright, property, or privacy rights;.
- 10.2. Complyt shall promptly notify Customer of any such claim referred to in Section 10.1 above and shall permit Customer to control the defense of such claim, subject to allowing Complyt to participate in such defense at Complyt's expense. Customer shall not, except with the consent of Complyt, agree to the entry of any judgment or enter into any settlement which does not include a complete and unconditional release for Complyt from all liability in respect to such claim, suit, or proceeding.

## 11. CONFIDENTIALITY

- 11.1. Each Party hereto (the “**Receiving Party**”) shall keep any confidential and proprietary information (the “**Confidential Information**”) of the other Party (the “**Disclosing Party**”) in strict confidence and shall prevent and protect the Confidential Information from unauthorized disclosure or use. The Receiving Party shall not disclose any or all of the Confidential Information of the Disclosing Party (including methods or concepts utilized therein) to anyone except the Receiving Party’s employees who need to know such information under this Agreement. Receiving Party shall notify each employee to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by such employee and shall ensure that such employee shall be bound, prior to such disclosure, by a confidentiality undertaking with terms not less restrictive in comparison to the terms set forth in this Agreement.
- 11.2. Information shall not be considered Confidential Information if such information:
- (i) was or hereafter becomes known to Receiving Party prior to the disclosure by Disclosing Party; or
  - (ii) was at the time of disclosure to Receiving Party, or subsequently became generally available to the public through no act of Receiving Party; or
  - (iii) was received by the Receiving Party from a third party without restrictions as to disclosure or
  - (iv) was independently developed by the Receiving Party without the use of the Confidential Information of the Disclosing Party or
  - (v) required to be disclosed by a court or governmental authority or by applicable law or regulation, provided, however, that (a) Receiving Party notifies Disclosing Party of such disclosure, to the extent not limited by law; and (b) to the extent possible, provides Disclosing Party with the opportunity to oppose the disclosure or obtain a protective order.
- 11.3. The Receiving Party shall promptly report to the Disclosing Party any unauthorized disclosure or use of the Disclosing Party’s Confidential Information of which it becomes aware and shall take such further steps as may reasonably be requested by the Disclosing Party to prevent unauthorized use.
- 11.4. Receiving Party acknowledges and agrees that a violation of any of Disclosing Party’s proprietary rights, including without limitation, violation of the confidentiality undertakings in this Agreement, may cause significant harm to Disclosing Party, that monetary damages would be inadequate, and that Disclosing Party will be irreparably harmed. In the event of such a violation, the Receiving Party agrees that in addition to any other rights and remedies the Disclosing Party may have, the Receiving Party agrees that an injunction (whether temporary, preliminary, or final) shall be entered in a court of competent jurisdiction against it upon the request of Disclosing Party, without bond.

## 12. MISCELLANEOUS

- 12.1. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Israel, without regard to its conflict of law principles. All actions, suits, or proceedings under or related to this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Tel-Aviv, to the exclusion of all other jurisdictions.
- 12.2. All notices permitted or required hereunder shall be in writing and shall be sent by personal delivery or e-mail set out under the Order. Any such notice will be deemed as being received on the date of transmission of e-mail or personal delivery unless given outside normal business hours, in which case such notice shall be deemed as being given on the next business day.
- 12.3. This Agreement may not be assigned without the prior written consent of the other Party, except that Complyt may assign this Agreement to any party which is controlled by or under the control of Complyt or in connection with a merger, acquisition, sale of all or substantially all of Complyt’s shares or assets or other such corporate reorganization of Complyt.

- 12.4. The terms and provisions herein (including any annexes hereto) and under the Order constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous communications, oral or written, between the Parties hereto with respect to the subject matter hereof. This Agreement may only be amended by a written document executed by both Parties.
- 12.5. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 12.6. Neither Party shall be liable for any delay in performing its obligations (except for payment 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 or technological failure beyond such Party's reasonable control ("**Force Majeure**"). Subject to the party so delaying promptly notifying the other Party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such Party's obligations shall be suspended during the period of Force Majeure and such Party shall be granted an extension of time for performance equal to the period of the delay.
- 12.7. Nothing contained in this Agreement shall be construed to constitute the Parties to be partners or joint ventures with or agents for one another. Neither Party shall have the authority to, nor shall either be obligated or bind the other in any manner whatsoever.

Last Updated: August 26, 2024

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