TERMS OF USE

These Terms of Use (the "**Terms**") are entered into by and between Alma Labs Ltd. ("**Company**") and the party identified as the customer in the applicable Order ("**Customer**") (each, a "**Party**" and collectively, the "**Parties**"). By signing an Order (as defined below) referencing these Terms (including by electronic acceptance, click-through, or electronic signature), Customer acknowledges and represents that it has fully read and understood, and agrees to be bound by, these Terms (the date of such occurrence being the "**Effective Date**").

1. Definitions. The following capitalized terms have the meanings set forth below:

1.1 "**Affiliate**" with respect to any entity, means any other entity controlling, controlled by or under common control with such entity, where "control" means direct or indirect ownership or voting control of 50% or more of the equity or voting securities of the entity in question or having the power, by commitment or otherwise, to elect a majority of the Board of Directors (or similar governing body) of the entity in question.

1.2 "**Customer Data**" means electronic data and content submitted to the Solution by Customer and Users in connection with their use of the Solution (as defined below), excluding Analytics Information (as defined below).

1.3 "**Feature**" means any module, tool, functionality, or feature of the Solution.

1.4 "**Order**" means a written or electronic order, quote, or similar ordering document referencing these Terms, which is agreed or accepted by the Parties. The Order shall include the commercial terms, including the Subscription Scope, agreed between the Parties.

1.5 "**Subscription Scope**" means any Solution usage and/or limitations set forth in the applicable Order.

1.6 "**Users**" means any individual authorized by Customer to access and use the Solution.

2. Subscription.

2.1 Access and Use Right. Subject to the terms and conditions of these Terms, Company hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access and use the Company's technology platform for acquiring AI literacy as further set forth in the Order ("**Solution**") during the Term (as defined below), solely for Customer's and its Users' internal use and in accordance with the Subscription Scope (collectively, the "**Subscription**"). Unless otherwise indicated, the term "**Solution**" also includes any manual or documentation provided or made available to Customer in connection with the operation of the Solution ("**Documentation**"). Customer may use the Solution subject to the Subscription Scope, other usage limitations or restrictions specified in these Terms, and applicable laws and regulations. Customer shall be solely responsible for providing the enabling ICT infrastructure required for implementation of the Solution, as specified in the Order, including, without limitation, a computer for each participant during learning sessions and sufficient internet bandwidth, and for ensuring their compatibility with the Solution.

3. Support.

1.1 Company shall use commercially reasonable efforts to provide Customer with reasonable support and maintenance services for the Solution during the Term. Such services may include, from time to time, bug fixes, patches, error corrections, updates, upgrades, enhancements, new releases, new Features and new versions of the Solution. Company may modify, update, maintain and improve the Solution from time to time, provided that such modifications do not materially diminish the core functionality of the Solution during the applicable Term.

4. Fees.

1.2 Customer shall pay Company the fees specified in the applicable Order ("**Fees**").

1.3 All Fees are payable in the currency set forth in the applicable Order. Unless expressly stated otherwise in the applicable Order: (a) all payments under these Terms are non-refundable, and are without any right of set-off or cancellation; (b) all Fees are payable as set forth in the applicable Order; and (c) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of 1.5% per month and the highest amount permitted by applicable law.

1.4 Amounts payable under these Terms are exclusive of all applicable taxes, duties or governmental charges, except for taxes based upon Company's net income.

5. Restrictions.

1.5 As a condition to the Subscription, and except as expressly permitted otherwise under these Terms, Customer shall not do (or permit or encourage to be done) any of the following (in whole or in part): (a) copy, "frame" or "mirror" the Solution; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Solution to any third party other than the Users; (c) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Solution; (d) remove, alter, or conceal any proprietary rights notices displayed on or in the Solution; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Solution; (f) make a derivative work of the Solution, or use it to develop any service or product that is the same as, competes with (or substantially similar to) it; or (g) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Solution (collectively, the "**Restrictions**").

6. Warranties.

1.6 Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of these Terms will not conflict with other agreements to which it is bound or violate applicable law.

1.7 Company further represents and warrants that: (a) it has all requisite corporate power and authority to enter into, execute and deliver these Terms and to perform its obligations hereunder; (b) these Terms constitute a valid and binding obligation of Company, enforceable against it in accordance with their terms (c) in performing its obligations under these Terms, Company shall comply with applicable laws in all material respects; and (d) Company shall perform the support and maintenance services under these Terms in a professional and workmanlike manner, using commercially reasonable skill and care.

7. Intellectual Property Rights.

1.8 Solution. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Solution and all related software and intellectual property; and (b) any and all improvements, enhancements, updates, upgrades, corrections, derivative works, models, know-how and/or modifications of or to the foregoing, regardless of inventorship or authorship. Company shall be entitled, from time to time, to modify and replace the Features and user interface of the Solution, provided that such modifications or replacements do not materially adversely affect the material and core features of the Solution. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

1.9 Feedback. If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Solution (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

1.10 Customer Data. In connection with Customer's and its Users' access to and use of the Solution, Customer, its Users and persons acting on Customer's behalf may submit, upload, transmit, make available or otherwise provide Company or the Solution with access to data, content, information and materials, including Personal Data (collectively, "**Customer Data**"). Customer hereby grants Company, its Affiliates and its subcontractors a worldwide, non-exclusive, royalty-free, fully paid-up right and license, during the Term and thereafter to the extent necessary to comply with applicable law or as otherwise permitted under these Terms, to access, receive, host, store, copy, reproduce, transmit, process, pseudonymize and otherwise use Customer Data as permitted under these Terms and as necessary to: (a) provide, host, operate, support, maintain, secure, troubleshoot and administer the Solution and any related services; (b) generate outputs, reports, dashboards, insights and other functionality requested or enabled by Customer or its Users; (c) respond to Customer and User support requests; and (d) develop, test, train, validate, improve and enhance the Solution, its features, functionality and underlying models. Customer represents, warrants and covenants that it has, and will maintain, all rights, permissions, notices, consents and other lawful bases necessary to provide

Customer Data to Company and to permit Company, its Affiliates and subcontractors to Process Customer Data as contemplated by these Terms, including for the improvement of the Solution as set forth above.

1.11 Derived Information. Company may collect and generate aggregated and/or anonymous information derived from the use of the Solution, including metadata, analytics, insights, intelligence, learning and other information relating to the operation, support, and/or Customer's and its Users' use of the Solution and Customer Data, in each case excluding data that directly identifies a User (collectively, "**Derived Information**"). Subject to the foregoing, Derived Information may be used by Company to provide the Solution, for compliance with applicable laws, and for development, training, improvement and/or statistical purposes, including the improvement and enhancement of the Solution and its underlying models. As between the Parties, Derived Information is Company's exclusive property.

8. Privacy.

1.12 The Parties agree that the processing of Customer Data by Company on Customer's behalf in order to provide, host, support, maintain and otherwise perform the Solution and related services under these Terms, shall be performed in accordance with the Company's data processing agreement available at: https://almalabs.ai/dpa ("**DPA**").

9. Confidentiality.

1.13 "**Confidential Information**" means any information disclosed by or on behalf of one Party ("**Discloser**") to the other Party ("**Recipient**") pursuant to these Terms that is marked as "confidential," or in some other manner to indicate its confidential nature or which is confidential by its nature. Without limiting the foregoing, the Solution is Company's Confidential Information.

1.14 Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser.

1.15 The Recipient may use the Discloser's Confidential Information solely to perform its obligations under these Terms. The Recipient will not disclose the Discloser's Confidential Information to any third party except to its employees, consultants, Affiliates, agents, and subcontractors, having a need to know such information to perform its obligations under these Terms, who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Confidential Information as those contained herein. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body; provided that it notifies the Discloser of such required disclosure to enable Discloser to seek a protective order or otherwise to prevent or restrict such disclosure.

1.16 All rights, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser. The Recipient will use no less than commercially reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure. The confidentiality obligations under this Section shall remain in effect for a period of 5 years after the termination or expiration of these Terms.

10. Disclaimer of Warranties.

1.17 Company represents and warrants that, under normal, authorized use, the Solution shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Solution. The warranty set forth herein shall not apply if the failure of the Solution results from or is otherwise attributable to: (i) repair, maintenance or modification of the Solution by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Solution; (iii) use of the Solution other than in accordance with the Documentation; or (iv) the combination of the Solution with equipment or software not authorized or provided by Company.

1.18 OTHER THEN AS EXPLICITLY STATED IN THESE TERMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOLUTION AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SOLUTION, INCLUDING ANY AI-BASED FUNCTIONALITY, OUTPUTS OR RESULTS, WILL MEET CUSTOMER'S AND ITS USERS' REQUIREMENTS OR OPERATE ERROR-FREE; OR (ii) ANY OUTPUTS,

RESULTS, RECOMMENDATIONS, CLASSIFICATIONS OR OTHER CONTENT GENERATED BY OR THROUGH THE SOLUTION WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE OR FIT FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT AI-BASED FUNCTIONALITY MAY PRODUCE DIFFERING RESULTS DEPENDING ON INPUTS AND CONTEXT, AND THAT CUSTOMER AND ITS USERS ARE RESPONSIBLE FOR REVIEWING OUTPUTS AS APPROPRIATE FOR THEIR INTENDED USE. EXCEPT AS SET FORTH IN SECTION 6 (*WARRANTIES*) AND THIS SECTION 10, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SOLUTION FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION.

1.19 THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, REPUTATION OR GOOD WILL, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. THE COMPANY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE 12 MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

1.20 Customer shall defend, indemnify and hold harmless Company, its Affiliates and their respective officers, directors, employees and agents from and against any third-party claims, demands, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's breach of Section 6.

12. Term and Termination.

1.21 Term. These Terms commence on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect for the duration of the applicable Order ("**Term**").

1.22 Termination for Breach. Each Party may terminate these Terms immediately upon written notice to the other Party if the other Party commits a material breach under these Terms and, if curable, fails to cure that breach within 30 days after receipt of written notice specifying the material breach.

1.23 Effect of Termination; Survival. Upon termination of these Terms for any reason: (a) the Subscription shall automatically terminate; and (b) Customer shall cease all access and use of the Solution thereunder. Following termination, all outstanding Fees and other charges that accrued as of termination, shall become immediately due and payable, and if necessary Company shall issue a final invoice therefor. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms (including Sections 7, 9, 11 and 13) shall so survive.

13. Miscellaneous.

1.24 Entire Agreement. These Terms, together with the applicable Order, represent the entire agreement between the Parties concerning the subject matter hereof and replace all prior and contemporaneous oral or written understandings and statements. In the event of any conflict or inconsistency between an applicable Order and these Terms, these Terms shall prevail, unless the applicable Order expressly states that a specific provision thereof is intended to supersede or amend a specific provision of these Terms, in which case such specific provision of the Order shall prevail solely with respect to such specific provision. Company may, from time to time, modify or update these Terms by posting a revised version at the same URL, and such updated version shall become effective upon posting (or at a later date specified therein). Customer's continued use of the Solution after such posting shall constitute acceptance of the updated Terms.

1.25 No Waiver. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach, shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing.

1.26 Severity. If any provision of these Terms is held by a court of competent jurisdiction to be illegal,

invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it enforceable.

1.27 No Third Parties. Except as stated otherwise herein, these Terms are for the sole benefit of the Parties hereto, and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person, including to any User.

1.28 Assignment. Neither Party may assign or transfer any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the other Party's prior written consent; provided, however, that Company may assign these Terms, in whole or in part, without Customer's consent, in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of Company's assets or business relating to the Solution. Any assignment in violation of this Section shall be null and void.

1.29 Governing Law; Arbitration. These Terms shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of the city of Tel Aviv-Jaffa shall have exclusive jurisdiction with respect to any dispute and action arising under or in relation to these Terms. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction to protect its proprietary rights.

1.30 No Agency. These Terms do not, and shall not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party.

1.31 Force Majeure. Company will not be liable for any delay or failure to provide the Solution resulting from circumstances or causes beyond the reasonable control of Company, including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company.

1.32 Notices. Notices to either Party shall be deemed given: (a) 4 business days after being mailed by airmail, postage prepaid; (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (local time for the receiving Party) and sender receives acknowledgment of receipt; or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (local time for the receiving Party) and sender receives acknowledgment of receipt.