

Terms and Conditions for Viewz Financials Ltd.

1. Introduction

These Terms and Conditions (the "**Agreement**") govern the use of the software as a service solution provided by Viewz Financials Ltd. ("**Viewz**") (the "**Solution**"). By accessing or using the Solution, you ("**Customer**") agree to be bound by this Agreement.

2. License Grant

Viewz grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Solution solely for Customer's internal business purposes, subject to the terms and conditions of this Agreement.

3. Use Restrictions

Customer shall not: (a) modify, copy, or create derivative works based on the Solution; (b) reverse engineer, decompile, or disassemble the Solution; (c) remove any proprietary notices from the Solution; (d) use the Solution in violation of any applicable laws or regulations.

4. Account and Security

Customer is responsible for maintaining the confidentiality of its account credentials and for all activities that occur under its account. Customer agrees to notify Viewz immediately of any unauthorized use of its account.

5. Fees and Payment

5.1. Customer shall pay the fees set forth in the applicable order form or agreement (the "**Fees**").

5.2. Payments are due within thirty (30) days of the invoice date.

5.3. In the event of Customer's default in payment of the Fees as set forth herein, and without prejudice to any other rights and remedies available thereto, Viewz may, subject to reasonable prior notice to Customer and without liability to Customer, disable Customer's access to the Solution, suspend Customer's account and all other parts of the services, and shall be under no obligation to provide any or all of the services while any outstanding invoice(s) remain unpaid by Customer. All amounts and fees stated or referred to in this Agreement, including subscription fees, once incurred are non-cancellable and non-refundable, except if Viewz breached this Agreement and Customer exercises its rights set forth in Section 13 below.

6. Data and Privacy

6.1. Use of the Solution allows the Customer to upload certain financial data to the Solution and to integrate the Solution with third party databases and services for the purpose of retrieving data and processing it via the Platform ("Customer Data"). To the extent that Customer Data includes 'personal data' (as such term is defined under applicable data protection laws) (collectively, the "Customer's Personal Data"), such will be processed by Viewz on the Customer's behalf and the following shall apply:

6.1.1. The Parties acknowledge that for the purpose of processing the Customers' Personal Data by Viewz under this Agreement, the Customer is the 'data controller' and Viewz is the 'data processor'.

6.1.2. The Customer hereby instructs Viewz (and authorizes Viewz to instruct its sub-processors, if applicable) to (i) process Customer's Personal Data as reasonably necessary for the provision of the services associated with the Customer's use of the Solution and any other personal data processing performed under this Agreement; and (ii) transfer such Customer's Personal Data, at Viewz's discretion, to jurisdictions other than those of the Customer's operations (including, where applicable, outside the EEA), in accordance with applicable law.

6.1.3. With respect to the processing of the Customer's Personal Data, Viewz shall: (i) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk involved in such processing; (ii) ensure that all individuals who engage in the processing of Customer's Personal Data on its behalf are subject to confidentiality and data security undertakings; (iii) taking into account the nature of the processing, assist the Customer in exercising data subjects' rights under applicable data protection laws; (iv) inform Customer without undue delay - but in any event no later than 24 hours upon becoming aware - of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access ("Data Breach") to, Customer's Personal Data transmitted, stored or otherwise processed by Viewz on behalf of the

Customer; and (iv) delete, anonymize, or return all Customer's Personal Data to Customer upon termination of this Agreement, unless applicable law requires continued storage of the Customer's Personal Data. In the latter case, Viewz shall notify Customer without undue delay of such legal requirement and shall upon the expiration of such retention obligation immediately delete or return the Customer Personal Data, at Customer's choice and direction. Upon completing the deletion of any Customer Data (including Personal Data) at the direction of Customer, Viewz shall provide Customer with written certification of such deletion.

6.1.4. Customer hereby authorizes Viewz to appoint sub-processors, as necessary for the processing of Customer's Personal Data under this Agreement. A list of sub-processor will be provided to the Customer upon demand. Viewz shall engage sub-processors only pursuant to a written agreement that contains obligations on the sub-processor which are no less onerous on the relevant sub-processors than the obligations contained in this Agreement. Where the sub-processor fails to fulfil its obligations, Viewz shall remain fully liable under applicable data protection laws to Customer for the performance of that sub-processors obligations, and shall notify Customer of any failure by that sub-processor to fulfill its obligations.

6.1.5. The Customer shall have sole responsibility for the accuracy, quality and legality of the Customer's Personal Data and the means by which Customer acquired such personal data. Customer warrants and undertakes that Customer's Personal Data has been collected, processed and transferred to Viewz in accordance with applicable laws. Without limiting the foregoing, the Customer represents and warrants that it has provided all legally required notices and received all legally required consents from its data subjects for the processing of their personal data by Viewz, including with respect to the transfer of their data to a third country (including outside of the EU/EEA).

6.1.6. Notwithstanding any contrary provision of this Agreement, Viewz may collect, create, disclose, publish and use any statistical, aggregated, anonymous and non-identifiable information but only in a format which does not enable identification of an individual or Customer, such as performance metrics, derived from the use of the Platform and the Customer's Personal Data, in order to provide and improve Viewz's programs and services, including the performance of the Platform, and for any legitimate business purposes. Viewz shall be and remain the exclusive owner of such anonymized information.

6.2 Enhanced Data Security

Viewz acknowledges that it will have access to Customer's sensitive financial and business information and agrees to:

- a) Implement and maintain industry-standard administrative, physical, and technical safeguards to protect Customer Data;
- b) Encrypt Customer Data in transit;
- c) Restrict access to Customer Data to only those employees and contractors who have a need to know;
- d) Not use Customer Data for any purpose other than providing the Services;
- e) Notify Customer within 24 hours of discovering any actual or suspected Data Breach;
- f) Comply with all applicable laws and regulations regarding data security and privacy.
- g) Remediate and mitigate any potential damage from a Data Breach, and assist Customer in remediating or mitigating any potential damage from a Data Breach. Viewz may not disclose to third parties (including relevant competent authorities) any information about a Data Breach involving Customer Data (including Personal Data) without prior written and express permission from Customer for such disclosure.
- h) Viewz must maintain a documented incident response plan and cooperate fully with Customer's incident response efforts. Viewz shall provide regular updates on incident investigation and upon request, remediation activities throughout the process.
- i) Viewz shall maintain relevant security certifications including ISO 27001 certification and SOC 2 Type II report to demonstrate adherence to industry-recognized security standards and control.
- j) Viewz shall maintain documented business continuity and disaster recovery plans to ensure operational resilience in the event of disruptions. Viewz must conduct regular testing of backup and recovery procedures to verify their effectiveness and reliability. Viewz shall ensure recovery time objectives align with Customer's business requirements to minimize potential impact on operations. Viewz must maintain geographically distributed backups of data to protect against localized disasters and ensure data availability.
- k) Viewz must implement comprehensive logging systems to capture all relevant security and access events, and shall maintain such logs for a minimum of 24 months to support security investigations.

6.3.1. Viewz shall implement specific security measures appropriate for financial data, including:

- a) Role-based access controls limiting access to financial data on a strict need-to-know basis
- b) Multi-factor authentication for all systems containing Customer financial data
- c) Audit logging of all access to and modifications of financial records
- d) Regular security testing of all systems containing financial information.

6.3.2. Viewz shall maintain a written information security program specifically addressing the protection of financial data, which shall be made available to Customer upon request.

6.3.3. In the event of any Data Breach affecting Customer's financial data, Viewz shall:

- a) Notify Customer within 24 hours of discovery
- b) Provide specific details about the nature of the breach and data affected

- c) Take immediate remedial action at Viewz's expense
- d) Cooperate with any regulatory reporting obligations Customer may have

6.3.4. Upon termination of the parties' relationship for any reason, Viewz shall within 30 days:

- a) Return or securely destroy all Customer financial data
- b) Provide written certification of such destruction
- c) Retain financial records only as required by applicable law and with appropriate security measures

7. Intellectual Property

7.1 All rights, title, and interest in and to the Solution, including any updates, upgrades or enhancements, are and shall remain the exclusive property of Viewz or its licensors. Customer shall not contest or challenge Viewz's ownership of the Solution.

7.2 All financial reports, statements, analyses, and other deliverables prepared specifically for Customer by Viewz using Customer Data ("Deliverables") and any other of Customer's confidential information shall be owned by Customer. Viewz grants Customer all rights, title and interest in and to the Deliverables, provided that Viewz may retain copies as required for regulatory compliance and may continue to use any general knowledge, skills, and experience acquired in the course of providing the Services.

8. Changes to the Solution; Suspension of the Services.

8.1. Viewz may change the Solution's architecture, layout, form and design and the availability of certain content, functions or features from time to time without notice; provided, however, that the changes will not cause any errors or malfunctions and there is no degradation of performance in connection with such changes.

8.2 Service Suspension

Viewz may temporarily suspend the operation of the Solution if Viewz reasonably believes, with sufficient proof, that Customer's continued use or access to the Solution will damage or interfere with the operation of the Solution, or Viewz's ability to provide it to other customers. For any non-emergency suspension, Viewz shall:

- a) Provide at least 24 hours' advance notice;
- b) Limit the suspension in time and scope as reasonably possible; and
- c) Restore the Services promptly once the issue causing the suspension is resolved.

9. Confidentiality

9.1. **Definition of Confidential Information.** "Confidential Information" means all non-public information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, in writing, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes, without limitation, all financial records, statements, analyses, forecasts, business plans, customer information, pricing information, tax information, payroll data, and other sensitive business information provided to Viewz.

9.2. **Confidentiality Obligations.** The Receiving Party shall:

- a) Protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care
- b) Not disclose any Confidential Information to any person or entity, except to its employees, agents, and contractors who have a need to know such information and who are bound by confidentiality obligations at least as protective as those in this Agreement
- c) Not use any Confidential Information for any purpose outside the scope of this Agreement
- d) Implement and maintain appropriate technical, organizational, and physical safeguards to protect the Confidential Information

9.3. **Duration.** The confidentiality obligations in this Section shall continue for a period of five (5) years following the termination of this Agreement, except for trade secrets and financial records, which shall remain confidential for as long as they remain trade secrets or are subject to financial record retention requirements under applicable law.

9.4. **Required Disclosure.** If the Receiving Party is required by law or court order to disclose Confidential Information, the Receiving Party shall, to the extent legally permitted:

- a) Provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy
- b) Limit the disclosure to what is legally required
- c) Use reasonable efforts to obtain assurances that any Confidential Information disclosed will be treated confidentially

9.5. **Return or Destruction.** Upon termination of this Agreement or upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party in its possession or control, and certify in writing that it has done so.

10. Representations, Warranties and Disclaimers

10.1. **Mutual Representations and Warranties.** Each Party represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with any obligations it has towards third parties, or violate any provision of any applicable law; and (c) it has the full power and authority to enter into this Agreement and uphold to the terms and conditions stipulated herein.

10.2. **Customer Warranties.** Customer hereby represents and warrants that: (i) it will use the Solution in compliance with all applicable laws; (ii) it will examine the completeness, accurateness and correctness of any Customer Data prior to the provision of such Customer Data to Viewz; and (iii) it is solely responsible for the backup of the Customer Data and any output generated to Customer through the Solution.

10.3. **Viewz Warranties.** Viewz warrants that, to its knowledge, the Solution and any services provided to Customer do not and during the Term of the Agreement will not infringe third-party IP rights. If the Solution becomes, or in Viewz' opinion is likely to become, the subject of an IP infringement claim, then (X) Customer will cease from using the Solution immediately upon receipt of either a written notification by Viewz or a claim from a third party of such IP infringement, and (Y) Viewz may, at its sole option and expense (a) procure for the Customer the right to continue using the Solution; (b) replace or modify the Solution to avoid the IP infringement claim; or (c) if options (a) and (b) cannot be accomplished despite Viewz' reasonable efforts, then Viewz may discontinue providing the Solution and related services and grant the Customer credit for the Fees already paid by Customer with respect to the period following such event. Notwithstanding the foregoing, Viewz shall have no responsibility for IP infringement claims resulting from or based on: (i) modifications to the Solution made by a party other than Viewz or its designee; (ii) the Customer's failure to use updated or modified versions of the Solution provided by Viewz specifically to avoid infringement; or (iii) combination or use of the Solution with equipment, devices or software not supplied or authorized by Viewz or not in accordance with Viewz' instructions. THE FOREGOING TERMS STATE VIEWZ' SOLE AND EXCLUSIVE LIABILITY AND THE PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

11. No Additional Warranties; Limitation of Liability

11.1. No Warranty.

11.1.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOLUTION AND SERVICES (INCLUDING ANY OUTPUT DATA GENERATED BY THE SOLUTION) ARE PROVIDED ON AN "AS IS" BASIS. IN ADDITION TO OTHER DISCLAIMERS CONTAINED HEREIN, CUSTOMER HEREBY ACKNOWLEDGES THAT VIEWZ DOES NOT WARRANT THAT THE SOLUTION AND/OR THE SERVICES (INCLUDING THE OUTPUT DATA) WILL MEET CUSTOMER'S REQUIREMENTS OR THAT – DESPITE OF TAKING THE AGREED UPON SECURITY MEASURES IMPLEMENTED - THE SOLUTION OPERATION AND THE SERVICES WILL BE SECURED AT ALL TIMES, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER SOFTWARE LIMITATIONS. THE USE OF THE SOLUTION AND SERVICES HEREUNDER IS AT CUSTOMER'S SOLE RISK AND TO THE EXTENT ALLOWED BY LAW, VIEWZ EXPRESSLY DISCLAIMS ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

11.1.2. VIEWZ SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATIONS OF THE CUSTOMER DATA, TO THE EXTENT THAT SUCH ACCESS OR ALTERATION IS NOT DUE TO VIEWZ' WILLFUL MISCONDUCT.

11.1.3. VIEWZ MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO (I) THE AVAILABILITY OF INTERNET SERVICES FROM CUSTOMER'S PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (II) ANY LOSS, DAMAGE OR SECURITY INTRUSION OF THE INTERNET SERVICES; AND (III) OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

11.1.4. VIEWZ DOES NOT GIVE ANY LEGAL, TAX, OR REAL ESTATE ADVISE.

11.1.5. TO THE EXTENT PERMITTED BY APPLICABLE LAW, VIEWZ DOES NOT PROVIDE ANY WARRANTY AS TO SERVICES PROVIDED BY THIRD PARTIES, INCLUDING SUCH SERVICES COMMUNICATED THROUGH THE SOLUTION.

11.2. In no event shall Viewz, its affiliates, licensors, or service providers be liable to Customer or any third party for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or use, incurred by Customer or any third party, whether in an action in contract, tort (including negligence), or otherwise, arising from or related to this

Agreement, even if Viewz has been advised of the possibility of such damages. Viewz's total liability for any claim arising out of or relating to this Agreement shall not exceed the total fees paid by Customer to Viewz under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

The limitations in Sections 11.2 shall not apply to (a) any damages caused by willful misconduct and/or gross negligence; (b) damages caused due to any breach of Viewz confidentiality and/or data protection obligations and/or undertaking hereunder and/or under any applicable law; and/or (c) damages caused due to any regulatory fines or penalties imposed on Customer as a direct result of Viewz's failure to comply with applicable laws, regulations, or professional standards in the performance of the Services.

12. Indemnification

12.1. Customer shall defend indemnify and hold harmless Viewz and its directors, officers, and affiliates from and against any and all claims, damages, or expenses finally awarded against Viewz by a court of competent jurisdiction to any third party claim arising from Customer's breach of this Agreement.

12.2. Subject to Section 11 above, Viewz shall defend indemnify and hold harmless the Customer and its directors, officers, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including attorney's fees) arising from a third party claim, suit or proceeding alleging that the Solution its use within the scope of this Agreement infringes or may infringe any intellectual property rights of such third party.

12.3. The indemnitee Party shall promptly notify indemnitor Party of any claim, complaint or lawsuit. Indemnitor Party shall have the right, in its sole discretion, to defend any claim, complaint, or lawsuit and to settle any claim, complaint, or lawsuit at indemnitor Party's own expense and by its own counsel. Any settlement agreement must be reasonably approved in advance by the indemnitor Party, which shall not be unreasonably withheld. The indemnitor Party is obligated to reasonably cooperate in the investigation and defense of any such claim, complaint or lawsuit, at indemnitor Party's expense.

13. Term and Termination

This Agreement shall commence on the effective date and continue for as long as the Customer maintains a paid license to the Solution. Either party may terminate this Agreement for convenience by providing thirty (30) days' written notice to the other party. Additionally, either party may terminate this Agreement for cause if the other party materially breaches any term of this Agreement and fails to cure such breach within fourteen (14) days of receiving written notice of the breach. Upon termination of this Agreement, the Customer shall immediately cease all use of the Solution, and any outstanding fees shall become immediately due and payable.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of laws principles. The competent courts of Tel Aviv shall have exclusive jurisdiction over any disputes arising from this Agreement.

15. Regulatory Compliance

15.1. Viewz shall comply with all applicable laws, regulations, and professional standards related to the provision of financial and accounting services in the jurisdictions where services are provided, including but not limited to:

- a) Financial reporting standards and regulations
- b) Tax laws and regulations
- c) Data protection laws applicable to financial information
- d) Anti-money laundering requirements, where applicable

15.2. Viewz shall maintain all necessary licenses, certifications, and qualifications required to perform the financial services described in this Agreement.

15.3. Viewz shall promptly notify Customer of any regulatory inquiries, investigations, or proceedings related to the Services provided under this Agreement.

16. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Viewz reserves the right to amend this Agreement at its sole discretion. In the event of any material changes to this Agreement, Viewz shall provide written notice to the Customer, which may be delivered via email, to ensure compliance with notification requirements. Neither party may assign this Agreement without the other party's prior written consent provided, however, that either party shall have the right to freely assign its rights and obligations under this Agreement in connection with a change of control/M&A event. This Agreement does not create employer-employee relations between the Partner and the Company and does not confer upon the Partner any rights, except

for those set forth herein. This Agreement represents the only Agreement relating to this subject matter between the Customer and Viewz.

Customer:

Viewz Financials Ltd.

Signature _____

Signature _____

Name:

Name: _____

Title:

Title: _____

Date _____

Date _____