

End User License Agreement

By installing, copying or using Radix hardware and/or software (the "**Product**"), the individual or entity licensing the Product (the "**Licensee**"), is expressly consenting to be bound by and become a party to this End User License Agreement.

If you do not accept all the terms and conditions of this End User License Agreement, do not install or use this Product.

1. End User License Agreement

In this End User License Agreement, "Radix" shall mean Radix Technologies Ltd. The use of any third party software product included in the Product shall be governed by the third party's license agreement whether that license agreement is presented for acceptance the first time that the third party software is invoked, is included in a file in electronic form, or is included in the package in printed form.

2. License granted

As long as the Licensee will comply with the terms and conditions of this End User License Agreement, Radix grants the Licensee under all Radix intellectual property and proprietary rights relating to the Product, a non-exclusive, limited, and non-transferable license to use the Product for personal or internal business purposes only during the term of subscription (the "**License**").

3. Taxes

All taxes associated with the Product, whether it is withholding, sales or use taxes or any other taxes or government fees, assessments or charges that are payable because of this End User License Agreement or any License of the Product, or because of any payments by Licensee, are the sole and exclusive responsibility of Licensee to pay such taxes, fees, assessments and charges in addition to all other payments.

4. Restrictions

Except as otherwise specified in this End User License Agreement, Licensee shall not:

- a. Make or distribute copies of the Product or any part of it or electronically transfer the Product or any part of it from one computer to another or over a network, except for archival purposes to back-up the software for Licensee own use;
- b. Modify or create any derivative works of the Product or documentation, including translation or localization;
- c. Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent the applicable laws specifically prohibit such restriction);
- d. Encumber, sell, rent, lease, sublicense, or otherwise transfer rights on or related to the Product;
- e. Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; or
- f. Publish any results of benchmark tests run on the Product to a third party without Radix prior written consent, such consent to be given in the sole discretion of Radix;
- g. Use the Product to develop any other hardware, software or technology.

5. Termination

Without prejudice to any other rights, Radix may terminate this End User License Agreement by prior written notice in any event that the Licensee breaches any of the terms and/or condition of this End User License Agreement. Upon termination, Licensee shall destroy all copies of the Product and the License granted hereunder shall immediately terminate.

6. Intellectual Property and Proprietary Rights

Radix shall retain the sole and exclusive ownership of all rights, title and intellectual property rights in and to the Product and all modifications and enhancements thereof. This End User License Agreement does not

provide Licensee with title or ownership of the Product. Licensee shall not to take any action to jeopardize, limit or interfere in any manner with Radix or its supplier's rights with respect to the Product. The Product is treated by Radix as confidential and contains substantial trade secrets of Radix. Licensee shall keep confidential at all times during and after the expiry of the term of this End User License Agreement, any and all information relating to the Product, including but not limited to machine readable object code and other information which is not generally known to the public, and shall ensure that its directors and employees observe the foregoing confidentiality obligation. The Product is protected by all the relevant intellectual property laws and by international treaties. The title and all related rights in the content accessed through the Product is the property of Radix and/or the applicable content owner and is protected by applicable law. The License granted under this License Agreement gives the Licensee no rights to such content.

7. Disclaimers

a. THE PRODUCT IS PROVIDED TO THE LICENSEE ON AN "AS-IS" BASIS. RADIX PROVIDES NO TECHNICAL SUPPORT, WARRANTIES OR REMEDIES FOR THE PRODUCT.

b. RADIX MAY BE CONTACTED TO DETERMINE THE AVAILABILITY OF MAINTENANCE, TECHNICAL SUPPORT AND/OR SOFTWARE UPGRADE ALONG WITH APPLICABLE FEES, TERMS AND CONDITIONS.

c. RADIX AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. RADIX DOES NOT WARRANT THAT THE PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE PRODUCT IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS, LIFE-SAVING EQUIPMENTS OR HIGH RISK ACTIVITIES.

d. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.

e. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RADIX, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

f. RADIX SHALL HAVE NO RESPONSIBILITY IF THE PRODUCT HAS BEEN ALTERED IN ANY WAY, OR FOR ANY FAILURE THAT ARISES OUT OF USE OF THE PRODUCT WITH OTHER THAN A RECOMMENDED HARDWARE AND/OR SOFTWARE CONFIGURATION, PLATFORM, OPERATING SYSTEM.

8. Limitation of liability

To the maximum extent permitted by applicable law, in no event will Radix or its suppliers or its resellers or its distributors be liable for any indirect, special, incidental or consequential damage resulting from the use of, or inability to use the product, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses of any kind, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based on any case. Without derogating from the foregoing, Radix' entire aggregate liability under any provision of this End User License Agreement shall not exceed in the aggregate the sum of the fees Licensee actually paid for this License (if any) and fees for support of the Product received by Radix under a separate support agreement (if any), with the exception of death or personal injury caused by the sole negligence of Radix. Radix is not responsible for any liability arising out of content provided by Licensee to third party that is accessed through the Product and/or any material linked through such content.

The Limitation of Liability clause provisions set forth above are fundamental elements of the basis of the agreement between Radix and you. Radix would not be able to provide the Product on an economic basis without such limitations. Such provisions inure to the benefit of Radix' licensors.

9. Privacy

The terms and conditions of the data protection notice ("**DPA**") attached hereto as **Appendix A** shall govern the transfer, collection and processing of any personal data in connection to the Product, and the DPA shall be an integral part of this End User License Agreement.

10. Governing Law and Jurisdiction

This End User License Agreement shall be governed by the internal laws of the State of Israel, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the competent courts sitting in Tel Aviv, to resolve any disputes arising under this End User License Agreement.

11. General Terms

a. The Licensee agrees that any varying or additional terms contained in any purchase order or other written notification or document issued by it in relation to the Product licensed hereunder shall be of no effect. The failure or delay of Radix to exercise any of its rights under this agreement or upon any breach of this Agreement shall not be deemed a waiver of those rights or of the breach.

b. No Radix dealer, reseller, agent or employee is authorized to make any amendment to this Agreement.

c. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

d. Radix and other trademarks contained in the Product are trademarks or registered trademarks of Radix. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. The Licensee may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Product. This Agreement does not authorize the Licensee to use Radix' or its licensors' names or any of their respective trademarks.

e. This Agreement, including its exhibits or appendices contains the entire agreement of the parties with respect to its subject matter.

Appendix A
Data Protection Notice

This Privacy and Data Protection Notice (“**Notice**”), as well as the Terms of Use (“**Terms**”), available on: www.radix-int.com/eula.html and incorporated herein by reference, govern the transfer, collection and Processing of Personal Data (as such terms are defined below), pursuant to the engagement between Radix Technologies LTD. (“**Radix**”), and any Customer installing or using Radix hardware and/or software (“**Product**”) or which a party to a PO, EULA, or other agreement for the provision of Radix' Products and services (“**Agreement**”) to Customer and/or Customer's Users, (each of Radix and Customer shall be referred to as a “**Party**” and collectively the “**Parties**”). The Parties hereby agree to the following terms and conditions, which will be in effect upon the earlier of: (i) the Effective Date of the Agreement between the Parties, and (ii) the date of first transfer or disclosure of Personal Data by Customer or Customer's Users to Radix (“**Effective Date**”). Any capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement.

1. DEFINITIONS

- 1.1. The terms “**Personal Data**”, “**Processor**”, “**Controller**”, and “**Processing**”, “**Special Categories of Personal Data**”, shall have the meaning ascribed to such terms in the GDPR.
- 1.2. “**Customer's Users**” means any natural persons using or accessing the Product on behalf or under authorization of the Customer, including employees, clients, end-users, etc.
- 1.3. “**Data**” means Personal Data and Non-Personal Data.
- 1.4. “**Data Subject(s)**” means natural persons regarding whom Data is Processed by Customer through or on the site and software, or otherwise in connection with the Services, or disclosed to Radix by Customer pursuant to this Notice and the Terms, including without limitation, Customer's Users.
- 1.5. “**Radix' Services**” means provision of the Product and/or services to be provided by Radix to Customer under the Agreement.
- 1.6. “**GDPR**” means Regulation (EU) 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. “**New Instructions**” shall have the meaning set forth in Section 4.2 below.
- 1.8. “**Non-Personal Data**” means any data or information of any kind relating to Data Subjects which is not Personal Data.
- 1.9. “**Sub-Processors**” shall mean any Processor Radix has engaged in connection with the Processing of Personal Data on behalf of Customer.

2. DATA PROCESSING

- 2.1. In rendering Radix' Services to Customer, Customer may from time to time disclose certain Personal Data to Radix, concerning Customer and/or Customer's Users.
- 2.2. Customer shall only upload, transfer, Process or disclose Personal Data pursuant to the terms and conditions specified herein and as permitted under applicable law. In the event Customer considers any upload, Processing, transfer or disclosure of Personal Data to be inconsistent with the provisions herein, Customer shall notify Radix and shall obtain Radix' prior written consent to such transfer, Processing or disclosure.
- 2.3. Radix will Process Personal Data for the following purposes:
 - 2.3.1. The Provision of Radix' Services to Customer, including support and maintenance services.
 - 2.3.2. To contact Customer in connection with the Product and certain Services, notifications, programs or offerings.
 - 2.3.3. To send Customer updates, promotional materials and newsletters that Customer has registered for; Customer may choose to opt-out and to not receive these communications by sending Radix a notice to: opt-out@radix-int.com
 - 2.3.4. To identify and authenticate Customer's or Customer's Users' access to parts of the Product or Services that Customer or Customer's Users' are authorized to access.
 - 2.3.5. To protect the security or integrity of Radix' databases or the Product, to take precautions against legal liability, and to analyze and improve the Service and Product.
 - 2.3.6. As otherwise required and appropriate for the fulfilment of the Agreement and exercising Radix' rights and obligations thereunder, provided such Processing is permitted under applicable laws.

3. REPRESENTATIONS AND UNDERTAKINGS OF THE PARTIES

- 3.1. In connection with the transfer, Processing or disclosure of Personal Data by Customer and/or Customer's Users, and any and all Processing of such Personal Data by Radix, the Parties hereby agree and represent, that, as between the Parties:
 - 3.1.1. Customer shall be regarded as the Controller of all such Personal Data, and shall solely and fully assume any and all responsibilities, obligations and liabilities imposed on Customer as a Controller of Personal Data under applicable law
 - 3.1.2. Radix shall be regarded as the Processor of such Personal Data, and shall solely and fully assume any and all responsibilities, obligations and liabilities imposed on Radix as a Processor of Personal Data under applicable law.

- 3.2. The Parties shall each implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.
- 3.3. Radix represents and warrants that Radix' employees, authorized by Radix to Process Personal Data on behalf of Customer, are committed to customary confidentiality undertakings, or are otherwise under appropriate statutory obligations of confidentiality.
- 3.4. Radix shall only Process Personal Data on behalf of Customer and pursuant to the instructions as set forth herein, pursuant to the Agreement, or otherwise agreed to between the Parties.
- 3.5. Customer undertakes that Customer shall Process Personal Data only as lawful and compliant with applicable law, including if applicable the GDPR, and that Customer shall be responsible to implement measures ensuring and demonstrating such compliance.
- 3.6. Customer's use of the Product and Radix' Services must comply with all applicable laws, including laws relating to spam or unsolicited commercial emails, privacy, security, obscenity, defamation, child protection, and other applicable laws.
- 3.7. Without derogating from the generality of the above, Customer acknowledges that such actions as, *inter alia*, the collection and Processing of Personal Data, the use of Personal Data in connection with profiling or tracking of Data Subjects, the use of cookies or similar technologies in connection with the above, and the sending of unsolicited commercial communications to Data Subjects, may be restricted or prohibited under applicable laws, or may be conditioned upon the explicit prior consent of the Data Subjects, and Customer undertakes not to engage in any such activities except as lawful under applicable law. In the event Customer uses the Product or Radix' Services in violation of applicable laws, Customer shall be fully liable towards Radix for damages incurred by Radix as a result of such violations.
- 3.8. Customer acknowledges that it is aware that Radix may not have any direct interaction with Customer's Users, and therefore, is unable to inform Customer's Users of relevant information in connection with the Processing of their Personal Data, or obtain Customer's Users' consent to such Processing.
- 3.9. In light of the above, Customer agrees that it is responsible to inform Customer's Users, clearly and explicitly, of Processing of their Personal Data, including by Radix, pursuant to and in accordance with Customer's engagement with Radix. Customer further represents that Customer has all required authorizations to disclose Personal Data to Radix pursuant to this Notice and the Agreement.

4. PRINCIPLES OF PROCESSING PERSONAL DATA

- 4.1. The Parties agree and represent that Personal Data is required to be Processed in a manner which is lawful, fair and transparent, and that Personal Data must be;
 - 4.1.1. collected for specified, explicit and legitimate purposes;
 - 4.1.2. adequate, relevant and limited to what is necessary in relation to the purposes for which the Personal Data is Processed;
 - 4.1.3. accurate and, where necessary, kept up to date;
 - 4.1.4. kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data is Processed.
- 4.2. Customer shall not upload, Process, transfer, disclose or otherwise make available to Radix any Personal Data included in Special Categories of Personal Data. If Customer, in contradiction to Customer's undertaking herein, transfers or discloses to Radix any Personal Data included in Special Categories of Personal Data, Customer hereby represents that Customer has any and all required authorizations, including Data Subjects' explicit consent, for the transfer of such data to Radix.
- 4.3. At the choice of the Customer, Radix will delete or return to the Customer Personal Data which is Processed by Radix on behalf of the Customer under this Notice after the termination or expiration of the Agreement, and shall delete any existing copies unless permitted to retain such data under applicable law.

5. INSTRUCTIONS

- 5.1. Radix shall only Process Personal Data pursuant to Customer's documented instructions, including as referenced herein.

- 5.2. Customer hereby instructs Radix to Process, on behalf of Customer, Personal Data, transferred or disclosed to Radix by Customer or otherwise in connection with the Product and/or Radix' Services to Customer, for the purposes and in accordance with the terms specified herein and in the Agreement.
- 5.3. In the event Customer wishes to instruct Radix to Process Personal Data other than as specified in this Notice and the Agreement (“**New Instructions**”), Customer shall provide Radix with prior written notification containing the New Instructions. New Instructions shall be in force after approved in writing by Radix.
- 5.4. Notwithstanding the above, Radix will not be obligated to perform any instruction or Processing, which in Radix' reasonable determination, is in violation of applicable law, and Radix shall notify Customer without delay regarding such determination.
- 5.5. The provisions set forth in this Notice, the Terms, the Agreement, and as otherwise agreed to between the Parties shall constitute Customer's documented instructions to Radix under the meaning of Article 28 of the GDPR.

6. **AUDITS**

- 6.1. Upon Customer's reasonable request, Radix will provide Customer with relevant documentation or records (which may be redacted to remove confidential commercial information) which will enable it to verify Radix' compliance with its data protection and security obligations under the terms of the GDPR, not less than thirty (30) days of receipt of such request in writing.
- 6.2. Where, in the reasonable opinion of Customer, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR, Customer may, upon reasonable prior written notice to Radix and upon reasonable grounds, conduct, at Customer's expense, an on-site audit of Radix' premises only as used in connection with the services and Products provided to Customer, solely to confirm compliance with Radix' data protection and security obligations under the GDPR.
- 6.3. Any audit carried out by Customer will be conducted in a manner that does not disrupt, delay or interfere with Radix' performance of its business in any way. Customer shall ensure that the individuals carrying out the audit are under appropriate confidentiality obligations as approved by Radix.

7. **DATA SUBJECTS' RIGHTS**

- 7.1. Customer shall have sole liability to comply with obligations in connection with the rights and freedoms of Data Subjects pursuant to applicable laws.
- 7.2. For the sake of clarification, the Parties agree that as Radix does not have any direct access to or contact with the Data Subjects, Radix shall not be required to respond and process requests and instructions provided by Data Subjects. In the event Radix receives direct requests from Data Subjects, Radix' sole responsibility shall be to communicate such requests or instructions to Customer.
- 7.3. Radix shall make reasonable commercial efforts to assist the Customer by appropriate technical and organizational measures, insofar as possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights pursuant to applicable laws.

8. **DATA REGARDING CUSTOMER AND NON-PERSONAL DATA**

- 8.1. Radix only collects Personal Data regarding its Customers and Customer's Users which the Customer has provided Radix voluntarily, by engaging with Radix for the provision of the Product and Radix' Services. Customer is not required by any law to provide Radix with any Personal Data regarding Customer or the Data Subjects.
- 8.2. Radix logs domain and IP address automatically; this information identifies the device or Product that is being used to access Radix' Services.
- 8.3. Radix also uses cookies, web beacons or similar technologies to gather Data. Customer hereby explicitly authorizes Radix to use cookies and similar technologies in connection with the provision of the Services and the Product, and represents that Customer has all requisite rights to grant such authorization to Radix.
- 8.4. In respect of Non-Personal Data, Customer agrees that Radix has unlimited rights to such information and that Radix may use such information without limitation. Such information shall be deemed to be non-confidential.

- 8.5. Non-Personal Data is collected and processed mainly for analysis in order to constantly improve and maintain the Product and Radix' Services, including among others, for ensuring the technical functioning of Radix' Products, to help prevent fraudulent use of the Product and for developing new Products and services.
- 8.6. Radix may share non-personal, aggregate data regarding Products and/or Services usage with Radix' affiliates, partners and advertisers. From time to time, Radix may release non-Personal Data in the aggregate, e.g., by publishing a report on trends in Products' usage.
- 8.7. Customer is entitled to review its Personal Data, and may exercise such right by sending us a request to: info@radix-int.com. In the event any Personal Data is incorrect or outdated, Customer may update and correct such data by providing us with the appropriate information.
- 8.8. Customer may also be entitled to request the erasure or the restriction of Personal Data, and Radix will comply with such requests, to the extent required under applicable law.
- 8.9. To the extent processing of Personal Data is conducted on the basis of Customer's consent, Customer may rescind such consent, by sending Radix an email to: opt-out@radix-int.com. In the event Customer rescinds its consent to the processing of Personal Data, Radix may not be able to provide Customer with some or all of the Services and the Product.
- 8.10. To the extent applicable to Customer, the Services and/or the Product, Customer may request the portability of its Personal Data.
- 8.11. Radix retains Personal Data for the duration necessary in order to: (i) fulfill the purposes of Processing described herein, and (ii) defend or assert legal claims and liability, or as otherwise permitted under applicable law.

9. SUBPROCESSING

Customer hereby grants Radix express authorization to engage with Sub-Processors for the provision of the Services, as determined by Radix in Radix' reasonable determination.

10. INTERNATIONAL TRANSFERS OF DATA

- 10.1. Customer acknowledges that Radix is an international corporation, and that Personal Data may be transferred to a country other than the country where Data Subjects are located in connection with the provision of Radix' Services and Products to Customer and Customer's Users.
- 10.2. In the event Radix transfers Personal Data across international borders, Radix will use appropriate safeguards to ensure a level of security appropriate to the risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data transferred.
- 10.3. Customer shall have sole responsibility to obtain and document all necessary consents from Data Subjects to the transfer of Personal Data if required under applicable law.
- 10.4. Unless Customer notifies Radix in writing that the transfer of Personal Data is prohibited, any such transfer shall be regarded as permitted explicitly by Customer.

11. REPORTS AND NOTIFICATIONS

- 11.1. Radix shall provide Customer, upon Customer's reasonable request, made pursuant to Customer's obligations towards a competent supervisory authority, with information necessary to demonstrate compliance with obligations pursuant to applicable law.
- 11.2. Radix shall notify Customer in writing upon an event of data breach that affected Customer's Personal Data, and/or as otherwise required under applicable law.
- 11.3. Radix may disclose Data to law enforcement, regulatory or other government agencies, or third parties, if Radix reasonably believes that such disclosure is necessary to comply with a judicial proceeding, court order, or a legal process, provided however that Radix shall notify Customer in writing regarding any legally binding request for disclosure of Personal Data by a law enforcement authority, unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

12. LIABILITY AND INDEMNIFICATION

Customer will defend, indemnify, and hold harmless Radix, and its officers, directors, employees, successors, and agents, from all claims, damages, liabilities, assessments, losses, costs, administrative fines and other expenses (including, without limitation, reasonable attorneys' fees and legal

expenses), arising out of or resulting from any claim, allegation, demand, suit, action, order or any other proceeding by a third party (including supervisory authorities) that arises out of or relates to a violation of the Customer's representations and/or obligations under this Notice.

13. **TERM**

The term of this Notice shall start on the Effective Date and continue until termination or expiration of the Agreement.

14. **GENERAL TERMS.**

- 14.1. The above Sections 4, 5, 6, 7, 8.7-8.11, 10 and 11 shall be in force only in the event the GDPR applies to the Processing of Personal Data pursuant to this Notice.
- 14.2. In the event of inconsistencies between the provisions of this Notice and the Agreement, the provisions of this Notice shall prevail with regard to the Parties' data protection and privacy protection obligations.
- 14.3. The waiver by either Party of a breach of any of the terms and conditions of this Notice must be in writing and will not be construed as a waiver of any subsequent breach of such term or condition or the waiver of the provision itself. A Party's performance after the other Party's breach shall not be construed as a waiver of that breach.
- 14.4. Neither party shall assign this Notice (or any part thereof) without the advance written consent of the other Party, except that Radix may assign this Notice in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities.
- 14.5. If any provision of this Notice shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Notice shall otherwise remain in effect.
- 14.6. This Notice shall be governed by and construed in accordance with the same laws as the Agreement. Any claim under this Notice may be solely brought to the competent courts as specified in the Agreement.
- 14.7. Radix may amend this Notice from time to time, and make the amended Notice available to Customer.