

## LICENSE AGREEMENT

This license agreement (“**Agreement**”) states the terms and conditions between you (“**You**”) and Namogoo Technologie Ltd. and its affiliates (“**Wandz AI**” or “**Company**”) governing your download, installation and use of Company's certain proprietary software (“**Adaptive CX SDK**”).

Please read this Agreement carefully. By downloading and/or installing and/or using the Adaptive CX SDK, You indicate that you agree to be bound by and comply with the terms and conditions set forth in this Agreement. If You do not agree to these terms and conditions, do not download, install and/or use the Adaptive CX SDK. By downloading and/or installing and/or using the Adaptive CX SDK, you also agree that you have full authority to do so and do not need any third party consents to undertake such acts.

1. *License.* Subject to the term and conditions of this Agreement, Company hereby grants You a limited, nontransferable, non-sub licensable, non-assignable and revocable license to install and use the Adaptive CX SDK solely for the use on your websites/applications for which you retain services from the Company. For the avoidance of doubt, the Adaptive CX SDK is licensed, not sold, to You by Company pursuant to and subject to the terms and conditions of this Agreement and any other applicable terms and conditions, including, without limitation, the Company's platform privacy policy which can be found at <https://wandz.ai/privacy-policy/> (which may be amended by Company from time to time at its sole discretion). Company reserves all rights not expressly granted to you herein.

2. *Operation; Commercial Agreement.* The Adaptive CX SDK shall only be operational upon execution of a proper commercial agreement with Company regarding the use of its services (the “**Commercial Agreement**”).

3. *Restrictions.* Except as expressly permitted hereunder, You will not, nor permit anyone else to, directly or indirectly: (i) distribute, rent, lease, market, sell, assign, sublicense, resell or otherwise transfer the Adaptive CX SDK, commercially or otherwise (ii) copy, modify, adapt or otherwise create derivative works of the Adaptive CX SDK either alone or in conjunction with any other product or program, (iii) decompile, disassemble or reverse engineer all or any portion of the Adaptive CX SDK and/or any other trade secrets associated with Adaptive CX SDK, attempt to derive the source code of, modify, or create derivative works of the Adaptive CX SDK, any updates or upgrades, or any part thereof. Any attempt to do so is a violation of the rights of Company, its affiliates and licensors, as and if applicable. If You breach these restrictions, You may be subject to prosecution and damages. The terms and conditions of the Agreement shall govern any upgrades or updates provided by Company that replace and/or supplement the original Adaptive CX SDK, unless such upgrade is accompanied by or references a separate license agreement in which case the terms of that license agreement shall govern.

4. *Consent to Use of Data.* All data and information collected, used and/or disclosed by Company and its affiliates in connection with Your use of the Adaptive CX SDK, shall be governed by and subject to the terms and conditions set forth in the Company's Privacy Policy and the applicable Commercial Agreement.

5. *Ownership.* The entire worldwide title, ownership rights, and intellectual property rights in and to the Adaptive CX SDK and any improvements, updates, upgrades, error-corrections or other

modifications thereof, shall remain in Company and its licensors. Except for the limited license granted to You herein, nothing in this Agreement shall be construed to restrict, transfer, convey, encumber, alter, impair or otherwise adversely affect Company's, and/or respective licensors' ownership or proprietary rights in and to the Adaptive CX SDK or any other of Company's information, products, technology, or materials, tangible or intangible, in any form and in any medium.

6. *No Warranty.* You expressly acknowledge and agree that use of the Adaptive CX SDK is at Your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort of the Adaptive CX SDK is with You. To the maximum extent permitted by applicable law, the Adaptive CX SDK and any services performed or provided by or in connection with the Adaptive CX SDK are provided "AS IS" and "AS AVAILABLE", with all bugs and faults and without warranty of any kind, and Company hereby disclaims all warranties and conditions with respect to the Adaptive CX SDK, either express, implied or statutory, including, without limitation, any implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, of title, and of non-infringement of third party rights. Neither Company, nor any of its licensors warrant that the functions or services contained in, accessed from, performed by, displayed on, linked to/from, or provided by, the Adaptive CX SDK will meet Your requirements, that the operation of the Adaptive CX SDK will be uninterrupted or error-free, or that defects in the Adaptive CX SDK will be corrected. No oral or written information or advice given by Company, or any of its authorized representatives shall create a warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to You.

7. *LIMITATION OF LIABILITY.* TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE ADAPTIVE CX SDK, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. *Indemnification.* You agree to indemnify, defend, and hold Company, its affiliates and their respective successors and assigns, officers, directors, employees, agents, licensors, representatives, advertisers, service providers, and suppliers harmless against any and all claims, demands, actions, losses, damages, costs and expenses (including reasonable attorneys' fees), arising out of or relating to Your (a) breach or violation of this Agreement, (b) infringement, misappropriation or any violation of the rights of any other party, (c) violation or non-compliance with any applicable law, rule or regulation, and (d) use, alteration or export of the Adaptive CX SDK or any part thereof in violation of this Agreement. Company reserves the right to assume the exclusive defence and control of any claims or actions subject to indemnification by You and all negotiations for its settlement or compromise, and you agree to fully cooperate with us upon our request.

9. *No Guarantee of Continued Use or Availability.* Company reserves the right to modify, update, supplement, limit, discontinue, remove or disable access to the Adaptive CX SDK and/or any part thereof without notice to You and neither Company, nor any of its respective licensors shall be liable to You or any third party should it exercise such rights. From time to time, Company may make available updates or upgrades to the Adaptive CX SDK via software download or other means. Such download may occur automatically without the need for any act on Your part, or it may require You to manually download an update or upgrade through the same source from which the Adaptive CX SDK was originally downloaded. Certain functions of the Adaptive CX SDK may be modified or discontinued as a result of any such update or upgrade, or may not be available if You have not downloaded all updates and upgrades made available by Company or otherwise.

10. *Feedback.* With respect to any technical or other information You provide to the Company (whether oral or written) in connection with the Adaptive CX SDK (including but not limited to reporting errors, or making suggestions for improvements or changes to the Adaptive CX SDK), You agree that the Company has a perpetual, irrevocable, unrestricted right to use such information for its business purposes, including for product support and development. The Company will not use such information in a form that personally identifies You.

11. *Changes to the Agreement.* Company may make changes to this Agreement, at any time and from time to time, by notifying You of the change, including, without limitation, by including notice on its website or any software library repository's website or by other electronic means. By using the Adaptive CX SDK after such changes are made to the Agreement, You signify that You agree to be bound by and comply with such changes.

12. *Miscellaneous.* This Agreement is the entire and exclusive agreement between Company and You regarding the subject matters set forth herein, replaces and supersedes all prior publications, understanding, and agreements with respect thereof. This Agreement is governed by the law of the State of Israel. Your rights under the license granted herein shall terminate automatically without notice from Company if you fail to comply with any terms or conditions of this Agreement. In any event of contradiction or discrepancy between the terms of this Agreement to those of Commercial Agreements, the terms of the Commercial Agreements shall prevail. Upon termination of the Commercial Agreement, You shall cease all use of the Adaptive CX SDK, and destroy all copies, full or partial, thereof. Any dispute under this Agreement shall be adjudicated in accordance with the provisions of the applicable Commercial Agreement, and if such has not been entered into, in the courts of Tel Aviv, Israel. This Agreement is not assignable or transferable, in whole or in part, by You, whether involuntarily, by merger, operation of law or otherwise, without Company's prior written consent. Any attempted transfer in violation of this Section is void. A waiver of any default hereunder or of any of the terms and conditions of this Agreement will not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but will apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement will be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this Agreement.