End User License Agreement (EULA)

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2. Definitions

For the purposes of this End-User License Agreement:

- **"Agreement"** means this End-User License Agreement that forms the entire agreement between Insait and the Company regarding the use of the Application.
- "**Product**" means our Digital Agent solution. The digital agent knows does a variety of complicated actions independently such as opening a savings program, taking a loan and more. The digital agent out on the client's preferred product - email, app or WhatsApp - in natural language and in a non-linear process.
- **Insait IO**., (refers to as "**Insait", "us", "our", or "we**"), a Company incorporated in Israel, has developed the Digital Agent.
- "**Terms**" The Terms of Service govern access and use of the Digital Agent, and services available thereon, including, requests for demos and other informational material ("**Services**").
- "**Privacy Notice**" Our Privacy Notice governs our collection, processing, and transfer of any Personal Data
- "**Company**" any entity or company that are bind to these Terms and register for the services.
- **"You"** refers to an individual using the Services on behalf of a Company (as defined below), including when accepting these Terms on behalf of the Company.

By using our Digital Agent, you agree to be bound by these Terms, as they may be amended from time to time. We will notify you of any amendments by sending an email to the contact details associated with your compliance or procurement team, or through another designated contact provided by your Company. Your continued use of the Product following the dispatch of such an email shall be deemed acceptance of any such amended or updated terms.

You are solely responsible for ensuring that these "Terms" are in compliance with all laws, rules, and regulations applicable to you and the Company and the right to access the Services is revoked where these Terms or use of the Services is prohibited.

3. Use of Services

3.1. Insait's Digital Agent efficiently supports a variety of complicated flows independently such as opening a savings program, taking a loan and more. The digital advisor accompanies the client from the beginning of the process to the end, and the entire process is carried out on the client's preferred product - email, application, or WhatsApp - in natural language and in a non-linear process. The digital advisor identifies the customer's needs and generates personalized offers accordingly.

Also, the digital advisor studies the customer and remembers the previous engagements with him/her.

Customers will be able to perform financial activities on any product they choose via mobile without physically arriving and without having to wait for a representative.

Our solution addresses a central problem: slow response during limited hours. Studies have found that 70% of customers make purchases and account financial activities in the evenings and on weekends, beyond working hours when there is no human response. Our digital advisor allows the customer purchasing and performing 24/7.

The digital advisor works in several languages and can help all types of the population.

3.2. Subject to these Terms and any applicable Customer Agreement, Insait allows you to access and use the Digital Agent on a non-exclusive basis for the Company's internal business purposes.

3.3. Use of and access to the Services is void where prohibited by law. You represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older, and have the ability to form a binding contract; (d) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (e) you shall comply with applicable laws, regulations, guidelines, and these Terms throughout your use of the Services.

3.4 Minimum System Requirements

To ensure optimal performance and security, the following system requirements must be met to use the chatbot:

- **Browser**: The chatbot is compatible with the following web browsers (version 2022 or later):

  - Google Chrome
  - Microsoft Edge
  - Safari

- **RAM**: A minimum of 1 GB RAM is required.

Please note that using an unsupported browser or insufficient RAM may result in reduced functionality or inability to access the chatbot.

3.5 Insait System Main Features

1. Integrates to any channel.
2. Enables a personalized chat.
3. Multilingual
4. Customizable for new flows generation
5. Available 24/7
6. Simplifies sales

4. Account Authentication

4.1. The chatbot does not provide user authentication services. Any authentication processes required to access the chatbot are managed and maintained by the host vendor from which the chatbot is accessed. Users are responsible for ensuring that their credentials are secure and for complying with the authentication requirements set forth by the host vendor. We disclaim all responsibility for issues arising from user authentication processes not directly under our control.

4.2. Insait may gather logs from user interactions with the Digital Agent and Services, including IP address, browser type, operating system details, and usage patterns. This data

helps identify bugs, track feature requests, and guide enhancements. Since the system is on-premises, Insait will obtain written consent for each instance of log extraction to ensure

compliance and respect user privacy. These logs are crucial for refining and evolving the Digital Agent and Services, as well as for developing new offerings.

5. User Actions Logging

5.1 Insait IO maintains comprehensive logs of user actions within the Services to ensure the integrity of the product and enhance user experience. These logs may include, but are not limited to system usage, performance data, and user interactions within the Services.

5.2. Our robust logging system is an integral part of our commitment to providing reliable and secure Services. It enables us to monitor system health, optimize functionalities, and swiftly address any issues that may arise.

5.3. Insait IO's account access system is designed to cater to organizational structures, featuring two main types of accounts:

5.3.1 Company Account: This is the primary account type for the company's users where the company's overall activities and data are managed. Within this account, various features and functionalities related to the company's operations are accessible.

5.3.2 User Accounts: Under the umbrella of the Company Account, individual user accounts are created. Each user account is tied to the Company Account, allowing users to perform specific actions and tasks within the scope of the company's operations. These accounts enable individual team members to contribute to, and interact with, the Company's activities and data. (1) Standard User Accounts: These accounts are for regular users who have access to certain functionalities within the Company Account based on their role and permissions. (2) Admin Accounts: Among the user accounts, some are designated as Admin Accounts. Users with Admin rights have additional privileges, such as the ability to change settings and manage various aspects of both the Company Account and other User Accounts.

5.4. As a user, you acknowledge that your actions within the Services are logged and may be analyzed to improve service delivery. Insait IO treats these logs with the utmost confidentiality and in compliance with applicable data protection laws.

5.5. Please be aware that while Insait IO logs user actions and allows for varying levels of user visibility depending on account type, we do not endorse or assume liability for those actions. The logs serve as a factual record of activity and do not imply any form of validation or responsibility for the actions undertaken by any user of the Services.

6. Use Restrictions

You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Digital Agent, or Services without our prior written

authorization, including framing or mirroring any part of the Digital Agent, or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any User Content or other content available through the product, or Services; (3) use the product, or Services content thereon in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the product or Services; (5) use or access another user's account or password without permission; (6) use the product or Services or content thereon in any manner not permitted by these Terms or applicable law.

7. Support Services

Definitions:

"E-Mail **Support**" means electronically generated Issue (as hereinafter defined) identification and correction as set forth herein, and other technical and support services provided in response to electronically transmitted inquiries by the Support Contacts (as hereinafter defined.)

"Issue" means an error, question, accessibility problem, or other issue related to the Insait Service or Insait Product.

"Maintenance Services" consist of the provision of any enhancements, modifications, updates, corrections, or a subsequent release or version of the Insait Service or Insait Product that the Licensor generally makes available at no additional fee.

"Support Services" means E-Mail Support, Maintenance Services, and Telephone Support.

"Telephone Support" means support services provided to the Support Contacts (as hereinafter defined) in response to telephone requests for assistance.

"Patch" a software script in binary or source form to fix the error or update the Insait Service or Insait Product software script in binary or source form to fix the error or update the Insait Service or Insait Product.

7.1 Support Contacts:
Support Services are provided to designated technical support contact(s) of Company ("Support Contacts"). Company may designate up to 3 Support Contacts.

7.2 Support Service Requests:
In the event of an Issue with the Insait Service or Insait Product, the Support Contact should engage E-Mail Support or Telephone Support. Licensor will resolve all Issues pursuant to the following procedures. Licensor will assign one of the following Severity Levels to each reported Issue based on the information provided by the Support Contact:

Severity Level 1: The Insait Service or Insait Product is stopped or severely impacted such that the Company cannot reasonably continue to work, the operation is mission critical to the Company's business and the situation is an emergency. Company will contact Insait, and Insait will respond within 1 hour to Severity Level 1 problems and commit full-time resources around the clock to resolve the Issue, and use best efforts to provide a patch or work-around for such an error within 72 hours of the request.

Severity Level 2: The performance of the Insait Service or Insait Product is noticeably impaired but continues to be accessible and functional. Company work is continuing (not stopped), but there is a significant impact on Company's productivity. Insait will respond in working hours

to a Severity Level 2 problem and use reasonable commercial efforts to provide a patch or work-around for such a problem within five (5) days of the request.

Severity Level 3: Company experiences a minor loss of functionality of the Insait Service or Insait Product, meaning some capabilities or performance problems, which cause some inconvenience. Insait will respond in working hours to a Severity Level 3 problem and use reasonable commercial efforts to provide a patch or work-around that may be delivered to Company within the next system update.

7.2.1 Working Hours:

Working hours are from 9:00 am until 5:00 pm United States EST, during all regular business days (excluding US national holidays.)

7.2.2 Contact Information:
Support Contacts may request Support Services via telephone, the Internet, or electronic mail as follows:

There will be a dedicated Client Account Manager who will work with users to coordinate training, answer questions, and oversee the smooth running of your experience using the Insait Service or Insait Product. There will also be an Analyst who will provide training and be a guide during the project.

The Client Account Manager and Investigative Analyst can be reached by either e-mailing/calling them directly (contact information will be provided at the start of the contract) or by e-mailing: support@Insait.io
Technical Support can be reached at: support@Insait.io

7.2.3 Maintenance Services:
Insait will promptly provide Company all enhancements, modifications, updates, and

corrections of the Insait Service or Insait Product as are provided to customers of the Insait Service or Insait Product generally without charge.

7.2.4 Availability Service Level:

Insait shall make the Insait Service and Insait Product available 24 hours per day, 7 days per week, except for:

(a) up to eight (8) hours per month of Unscheduled Downtime where "Unscheduled Downtime" means any time during which the Insait Service or Insait Product is unavailable for any reason other than Scheduled Downtime and Emergency Downtime and Force Majeure Downtime (each defined below). In the event of Unscheduled Downtime, Insait will promptly notify Company in writing of the Unscheduled Downtime and the estimated duration.

(b) planned downtime, not to exceed two (2) hours per month, provided that Company is given 72 hours prior written notice and further that such planned downtime shall be scheduled, during the weekend hours of 6:00 PM Central Time Friday to 3:00 AM Central time Monday) ("Scheduled Downtime") or:

(c) any unavailability caused by acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror or Internet service provider failures or delays provided such Internet service provider failure or delays are for any cause other than Licensor's negligence or willful misconduct or failure to conform to the specifications set forth in this Agreement and such failure results from any circumstances or causes beyond Licensor's reasonable control ("Force Majeure Downtime"). In the event of Force Majeure Downtime, Company's payment obligations will be suspended for the duration of such downtime and Insait shall comply with Section 13 of the Agreement (entitled "Force Majeure").

(d) any unavailability caused by Licensor becoming aware of viruses or other security flaws that, if not timely responded to without waiting for Schedule Downtime, are reasonably expected to cause material adverse harm to Company ("**Emergency Downtime"**) provided that Emergency Downtime shall be as narrow in scope as is commercially reasonable.

Notwithstanding the above, the Insait Service and Insait Product shall be available 99.97% of the time per month via a secure password protected site hosted by Insait.

In the event of Insait's failure to maintain the general availability of the Insait Service or Insait Product , Company shall, at Company's option, be entitled to a credit of service equal to the

number of minutes the Insait Service or Insait Product was unavailable as either a credit on its next invoice, an extension of the Insait Service or Insait Product without fees, or a refund.

8. Intellectual Property

6.1. Insait or its licensors, as the case may be, have all right, title and interest in the Product, Services, and any content thereon (excluding User Content), including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Product, or Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Product, or Services, if any. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms should be

construed as granting you any right to use any trademark, service mark, logo, or trade name of Insait or any third party. If you provide us with any feedback regarding any content on the Product and/or Services, we may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

9. Disclaimers and Disclaimer of Warranty

9.1. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED ORSTATUTORY, RELATING TO THE PRODUCT, AND/OR SERVICES OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE PRODUCT, AND/OR SERVICES; (II) THAT THE

PRODUCT, AND/OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE PRODUCT AND/OR SERVICES.

9.2. No advice or information, whether oral or written, obtained by you from us, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

10.   Limitation of Liability

10.1. Without derogating from any of the foregoing, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission,

communications line failure, theft or destruction or unauthorized access to, or alteration of the Product, Services, or any data you may share. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death and any injury or

damage to any person's property, including mobile device or computer, resulting from the conduct of any users of the Services, whether online or offline. In addition, we assume no responsibility for any incorrect data provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to us, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.

10.2. In no event shall Insait, its affiliates, or any of their respective officers, directors, employees, assignees, or agents be liable to you or any third party for any damages whatsoever. This exclusion includes, but is not limited to, indirect, incidental, special, punitive, or consequential damages arising out of or in connection with your use of the services. This applies to all aspects of the services, including the quality, accuracy, or utility of the information provided as part of or through the services, regardless of whether the

damages are foreseeable and irrespective of whether Insait has been advised of the possibility of such damages.

The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. In no event shall Insait's cumulative liability to you and/or the Company encompass any form of monetary compensation. The primary remedy for any dissatisfaction with the services shall be the discontinuation of their use.

11.   Indemnification

11.1. Without derogating from any of the foregoing, you agree to indemnify, defend, and hold harmless Insait, its affiliates, and their respective employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs, attorneys' fees, and any administrative and/or criminal fines) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your account and/or computer and/or mobile device, password (whether authorized or unauthorized); (b) any claim, loss or damage experienced from your use or

attempted use of (or inability to use) the Services; (c) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (d) your infringement of any right of any third party; and (e) any other matter for which you

are responsible hereunder or under applicable law. You may not settle or compromise such suit without our prior written consent. We may be represented in any such suit by counsel of our own choosing at our own expense.

11.2. Insait shall defend, indemnify and hold you (or the Company and its officers, directors and employees, all as applicable) harmless from and against any and all damages, costs, losses, liabilities or expenses (including court costs and reasonable attorneys' legal fees) that you may suffer or incur in connection with any actual or threatened claim, demand, action or other proceeding by any third party arising from or relating to a claim that the Product, or Services, as delivered, infringes any patent or copyright or misappropriates any trade secret,

provided however, that Insait shall have no responsibility or liability for any claim to the extent resulting from or arising out of (a) the use of the Product or Services not in compliance with these Terms or applicable law; (b) the combination of the Product, or Services with any

services not provided by Insait; (c) the modification of the Product or Service by any party other than Insait; or (d) the use of any version of the Product that is not the most up-to-date version.

11.3. Procedure. Either party claiming indemnification under this Section ("Indemnitee") shall: (i) provide the other party ("Indemnifying Party") with written notice of a claim promptly upon becoming aware thereof, (ii) allow Indemnifying Party to control the defense and settlement of the claim, provided that no settlement may be entered into without the consent of Indemnitee if such settlement would require any action on the part of Indemnitee and further provided that Indemnitee may engage its own counsel at its own expense; and (iii) reasonably cooperate with Indemnifying Party, at Indemnifying Party's expense, in the defense and settlement of the claim.

12.   10. Notices.

Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties hereto set out herein or provided upon registration, as applicable, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after email transmission and written confirmation receipt of such transmission.

13.   11. Miscellaneous.

These Terms shall be governed solely by the laws of the State of Delaware. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision that most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Insait or enables you to act on behalf of Insait. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to

the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations

hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

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