

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“the **Agreement**”) is made and entered into as of the 4th day of March 2025 (the “**Effective Date**”), by and between **Figureit Ltd.**, an Israeli company R.N. 517093555 located at Zlatopolsky 27 street, Tel Aviv (“**FIGUREIT**”) and Sergio, an Israeli company R.N. 516119187 located at Sderot Nim 1, Rishon le Zion (“**Licensee**”).

WHEREAS, FIGUREIT is the developer and owner of an Artificial Intelligence (“AI”) based platform that is intended to provide a comprehensive solution for integrating, managing, and analyzing business data from various sources in the name of FIGUREIT (the “**Platform**”); and

WHEREAS, FIGUREIT desires to grant to Licensee and Licensee desires to receive from FIGUREIT a license to use the Platform under the terms and subject to the conditions set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Preamble and Annexes

The preamble to this Agreement and all schedules attached hereto, form an integral part hereof.

2. Grant of License.

- 2.1 **License to the Platform.** FIGUREIT hereby grants to Licensee a nonexclusive, non-transferable, non-assignable and non-sublicensable license, for the Term of this Agreement, to use the web based Platform, by the employees of the Licensee for the sole purpose of managing and analyzing the Licensee's business data (respectively the “**Purpose**” and the “**License**”) and Licensee hereby obtains the License from FIGUREIT.
- 2.2 Licensee acknowledges that its use of the License is limited to the use licensed in this Agreement and that Licensee has not acquired, and Figureit has not provided, any ownership rights therein.
- 2.3 **Limitation on License Grant.** Unless expressly agreed in this Agreement, Licensee shall not (i) redistribute, encumber, sell, rent, lease, sublicense, or transfer rights other than as set out in this Agreement to all or any portion of the Platform, (ii) modify or create any derivative works of all or any portion of the Platform, (iii) copy all or any portion of the Platform. Under no circumstance may Licensee reverse-engineer, decompile or otherwise attempt by any means to create or derive the source code related to all or any portion of the Platform, nor authorize any third party to do the same.
- 2.4 Licensee undertakes not to transfer any copy of the source code of the Platform, or any portion thereof, to any third party, unless such transfer was prior approved by FIGUREIT.
- 2.5 The Terms of Use of the Platform attached hereto figureit.ai/terms-and-conditions and the Privacy Policy of the Platform in the form attached hereto figureit.ai/privacy-policy , shall be incorporated by reference to this Agreement and shall be considered as attachments to this Agreement and the execution by the Licensee of this Agreement shall be considered as approval of such Terms of Use and Privacy Policy.

3. Fees and Payments.

- 3.1 In consideration for the License, the Licensee shall purchase a monthly subscription from FIGUREIT and pay the license fee for such subscription in the amount of 1,000 NIS.

- 3.2 In consideration for the License, the Licensee shall purchase a monthly subscription from FIGUREIT and pay a license fee of 1,800 NIS per month. The first monthly payment shall be made upon execution of this Agreement; however, the subscription period shall commence only upon the handoff of the Platform to the Licensee. Subsequent monthly payments shall be due upon each renewal of the subscription.
- 3.3 Plan Inclusions: The monthly subscription includes the following features:
- 2 user seats
 - 5 integrations
 - 2-years data retention duration
 - Daily data update resolution
 - 50 Questions/Month
- 3.4 Discounted rate of 1,000 NIS/month (instead of 1,800 NIS)
- 3.5 Setup Fee Waiver: FIGUREIT has waived the standard 3,800 NIS setup fee, reducing it to 0 NIS for the Licensee under this Agreement.
- 3.6 Price Commitment: The License Fee stated herein is guaranteed for a period of 12 months from the Effective Date. FIGUREIT reserves the right to modify pricing thereafter, subject to prior written notice.
- 3.7 Taxes. All amounts payable by Licensee to FIGUREIT under this Agreement does not include VAT.
- 3.8 Currency. All amounts referenced hereunder or payable accordingly to the provisions of this Agreement shall be made in NIS.

4 **Representations and Warranties of the Licensee.**

- 4.1 Licensee represents and warrants to FIGUREIT as follows:
- 4.1.1 It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation.
- 4.1.2 it has the full power and right to enter into this Agreement and to carry out the terms and conditions contained herein;
- 4.1.3 Its use of the Platform shall be in accordance with the terms hereof and all applicable laws, rules and regulations of government bodies, foreign or domestic and shall not violate or infringe the rights of any third parties.
- 4.1.4 Its use of the Platform shall not be for any purpose other than the Purpose.
- 4.1.5 Licensee shall indemnify FIGUREIT, its officers, directors, employees, representatives and agents with respect to any suit, claim or proceeding brought against FIGUREIT as a result of any breach by the Licensee of the above representations and warranties.

5 **Disclaimer of Warranty.**

- 5.1 Warranty and Remedies. The Platform provided herein is provided on an "as is" basis without any warranty, representation or condition whatsoever.
- 5.2 DISCLAIMER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, FIGUREIT SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE). WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, NEITHER FIGUREIT NOR ANY OF ITS THIRD PARTY PROVIDERS WARRANT THAT THE PLATFORM (I) OPERATE UNINTERRUPTED OR ERROR FREE (II) MEET LICENSEE'S REQUIREMENTS (III) ACHIEVE ACCURATE OR RELIABLE RESULTS. LICENSEE IS SOLELY RESPONSIBLE FOR THE SELECTION OF THE PLATFORM TO ACHIEVE ITS INTENDED RESULTS OR FOR ITS PARTICULAR APPLICATIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE SHALL NOT HAVE ANY CLAIM, AGAINST FIGUREIT, ITS SHAREHOLDERS, MANAGERS, DISTRIBUTORS, OFFICERS OR EMPLOYEES OR THE LICENSORS OF FIGUREIT, WHETHER BASED ON CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY, TRADE PRACTICES, OR OTHERWISE.

- 5.3 Licensee acknowledges and approves that the Platform is operated by AI technology and is not inspected by Figureit or anyone on its behalf and therefore consent that there may be errors, inaccuracies and mistakes, and any use of the Platform including any inputs, reports and analyze that is made by the Platform shall be at the sole discretion of the Licensee.
- 5.4 The Platform uses third-party services in order to provide you with its services. Licensee's use of the Platform shall be also subject to such third parties terms of use and privacy undertakings such as Open AI.

6 **Ownership Rights and Intellectual Property.**

Except as expressly provided herein, FIGUREIT shall have the sole and exclusive ownership of all right, title and interest in and to the Platform, and any enhancements and work products thereto, any documentary or other materials regarding the use thereof and related thereto, and any data provided to Licensee by FIGUREIT in whatever form or media. FIGUREIT is the sole and exclusive owner of all right, title and interest in and to all intellectual property rights of the Platform and related documentation including, without limitation, any patents, trademarks (whether registered or not), trade names, copyright, algorithms, designs, drawings, formula, know-how, ideas, inventions, improvements' designs, concepts, methods, systems, computer Platform programs, databases, mask works, and trade secrets, plans, processes, Platform, techniques, tools, and other technology, and all materials, products, deliverables, derivative work and work products in all territories. The Licensee acknowledges that neither it nor any other person, by virtue of this Agreement, acquire any ownership interest in the Platform, including any new version releases, updates, enhancements, modifications or improvements thereto made available to Licensee or in FIGUREIT's Confidential Information (as defined below) or in any intellectual property of FIGUREIT, or any rights represented thereby or therein, as a result of the License.

Licensee shall have the sole and exclusive ownership in all reports and data that is processed by the Platform, however Licensee hereby consent that such data and reports shall be saved and used by Figureit in order to provide, maintain, develop, and improve Figureit services.

7 **Confidential Information.**

- 7.1 Each party shall maintain the other party's Confidential Information in a strict confidence using the same degree of care it uses to protect its own Confidential Information.
- 7.2 "**Confidential Information**" shall mean any proprietary information of either party including without limitation, information relating to any party's technology, know-how, products, specifications, patents, patent applications, trademarks, trade names and concepts; as well as information of business and commercial nature, of either party, including without limitation customer and supplier lists, bills, financial and marketing information and price lists; in any tangible form being clearly designated, labeled or marked as confidential. "**Confidential Information**" shall not include information (a) rightfully received by receiving party from a third party without a duty of confidentiality; (b) independently developed by receiving party,

without use of disclosing party Confidential Information as established by written documentation; (c) in the public domain; or (d) required to be disclosed pursuant to a court order provided that the other party is given the opportunity to oppose or seek protection for the disclosure of such information (e) that will be disclosed to third parties in order to provide you with the services of the Platform.

8 **Limitation of Liability.**

IN NO EVENT SHALL FIGUREIT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR OTHERWISE RELATING TO THE USE OR PERFORMANCE OF THE PLATFORM, INCLUDING, WITHOUT LIMITATION, FOR ANY PLATFORM DISRUPTION, MARKET DISRUPTION, THE NETWORK, TECHNICAL MALFUNCTION, COMPUTER ERROR OR LOSS OF DATA OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND, EVEN IF SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL FIGUREIT'S LIABILITY, EXCEED THE TOTAL AMOUNT PAID TO FIGUREIT BY THE LICENSEE HEREUNDER IN THE PERIOD OF 6 MONTHS PRIOR TO SUCH DAMAGE.

9 **Term and Termination.**

- 9.1 **Term.** the term of this Agreement shall be determined based on the subscription that the Licensee has purchased (the "Term"). In case that Licensee has purchased annual subscription, Licensee may terminate such subscription at any time, provided however that the payment for the months of license that were used, will be charged at their full charge as if a monthly subscription was purchased, and that termination fees shall be applied as per the applicable law, and any excess amount shall be credited to the Licensee. Monthly subscription can not be terminated, only at the end of such month.
- 9.2 **Termination.** FIGUREIT may terminate this Agreement at any time without notice in the event that (i) Licensee should become insolvent or upon a filing of a request for the appointment of a trustee, liquidator or receiver for the Licensee or such similar action; (ii) Licensee is in breach of a material provision herein and does not cure such breach within the thirty (30) day period; (iii) Licensee has failed to pay the License Fee.
- 9.3 **Effect of Termination.** Upon termination of this Agreement for any reason, the Licensee shall immediately cease all access to and use of the Platform. FIGUREIT, at its sole discretion, may revoke the Licensee's access to the Platform and any associated data. Additionally, the Licensee shall, upon FIGUREIT's request, return or destroy any and all Confidential Information received under this Agreement, including all related documentation.
- 9.4 **Survival.** Sections 6-9 shall survive any termination or expiration of this Agreement.

10 **Miscellaneous Provisions.**

- 10.1 **Independent Contractor Status.** Each party shall be and act as an independent contractor and not as partner, joint venturer or agent of the other, and nothing herein shall be construed as creating a partnership, joint venture or agency relationship.
- 10.2 **Assignment.** Licensee may not assign or transfer its rights or obligations under this Agreement to any third party without the express written permission of FIGUREIT. FIGUREIT may assign its rights and obligations under this Agreement to an affiliate or to a successor to all or a substantial part of its business activities. For greater certainty, a change of ownership of FIGUREIT's shares shall not be considered an assignment of FIGUREIT's rights and obligations hereunder.
- 10.3 **Governing Law; Dispute Resolution.** This Agreement shall be governed in all

respects by, and interpreted in accordance with the laws of the State of Israel excluding its conflict of laws provisions. All disputes and differences arising out of or relating to this Agreement or to its interpretation, shall be brought exclusively in a competent courts of Tel Aviv - Jaffa.

- 10.4 Injunctive Relief. A breach by the Licensee of any of the promises or agreements contained herein shall result in irreparable and continuing damage to FIGUREIT for which there shall be no adequate remedy at law, and FIGUREIT may be entitled to injunctive relief and/or a decree for specific performance, or any such other relief as may be proper (including monetary damages if appropriate).
- 10.5 Notices. Except as otherwise provided herein, any notice hereunder shall be in writing and shall be given by registered, certified or express mail, or reliable overnight courier addressed to the addresses above, or by facsimile to the above facsimile numbers, or by email to the above email address. Notice shall be deemed to be given upon the earlier of actual receipt or three (3) days after it has been sent, properly addressed and with postage prepaid.
- 10.6 Headings. The headings of sections and subsections of this Agreement are inserted only for the purposes of convenience and they shall not be construed as to affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect.
- 10.7 No Waiver. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision
- 10.8 Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, such determination shall not affect any other provision of this Agreement, and the parties shall negotiate in good faith a replacement provision.
- 10.9 Counterparts. Any number of counterparts may be executed by the Parties. Each such counterpart shall be deemed to be an original instrument but all such counterparts, taken together, shall constitute one and the same agreement.
- 10.10 Entire Agreement and Modifications. This Agreement represents the entire understanding between FIGUREIT and Licensee with regard to the subject matter hereof, and supersedes all prior other agreements, instruments, understandings and/or communications between the parties and the parties hereby agree that upon execution of this Agreement all such other agreements, instruments, understandings and/or communications shall become void, null and of no further force and effect. This Agreement may not be and cannot be modified except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

FIGUREIT

Figureit LTD
517093555

By: Idan Bar Dayan

Title: CEO

Date: 20.02.2025