## **)** dalet

## Hosted Services Addendum to Master Terms and Conditions

This Hosted Services Addendum is governed by and between the Master Terms and Conditions and Order Form between the Dalet party identified on the Order Form ("Dalet"), and the Company identified on the Order Form (this Hosted Services Addendum, together with the Master Terms and Conditions, the Order Form, and any other addenda, the "Agreement"). By having access to, receiving, and/or using the Services, Company agrees, without limitation or qualification, to be bound by and to comply with the Agreement. In the event of any conflict between this Hosted Services Addendum and any Order Form, the Order Form shall control.

If selected on an Order Form, Dalet may provide a Private SaaS environment as follows:

The "Private SaaS" shall mean the hosting services provided by Dalet, via a third party hosting provider (Amazon Web Services) to host the Services, subject to Company's payment of the Fees (as defined in the Order Form). It covers the procurement process, the infrastructure administration and maintenance, the subscription of the infrastructure support, the capacity management, the FinOps monitoring. By default, the Managed Services are included with the Private SaaS Service.

The Private SaaS Service shall be accessed by means of user identifications provided by Dalet (referred to hereinafter as the "User Identifications").

Third party hosting provider terms and conditions are subject to the level of hosting services selected by Company. Such terms and conditions are available from the third party hosting provider and subject to change. Company hereby acknowledges and agree that (i) the third party hosting provider shall be solely responsible for the provision of the hosting services and the implementation of industry-standard physical and data security systems designed to ensure the security of said hosting services, that (ii) Dalet shall not be liable for a breach by any third party hosting provider of its terms and conditions or any change to the third party hosting provider terms and conditions, and that (iii) Dalet reserves the right to change third-party hosting provider after giving due notice to Company.

The Company shall be solely responsible for access to the Private SaaS services and it shall be incumbent upon the Company to take all measures to maintain such access. Dalet shall not be liable in the event of any failure to access the Private SaaS services due to a hardware defect or the internet access of the Company. Company shall ensure the confidentiality of such user identifications.

Company shall be solely responsible for (i) any use of the Private SaaS services by its users who are authorised to use the Dalet Hosting Service ("Authorised Users"); and/or (ii) for all activity occurring under the User Identifications, and/or (iii) for complying with any laws applicable to Customer's use of the Private SaaS services. Company shall monitor access of the Authorised Users to the Private SaaS services and ensure that they use it in compliance with the Agreement and any Order Form. Company must inform Dalet forthwith in the event of any potential misuse of the User Identifications of one or more of its Authorised Users or on the occurrence of a security breach related to the User dentifications.

While Dalet will take standard industry measures to safeguard all Customer Content stored using the Private SaaS services, Company agrees to keep a separate back-up copy of all Customer Content. Dalet is not responsible for (i) unauthorized access to Customer's Content, or (ii) damages arising out of unauthorized access, (iii) hosting services provided by third-part hosting provider.

Company shall be liable for the Company Content which Company uploads on the Private SaaS services and warrants that Company holds all the rights and authorisations necessary to make use of the Customer Content and that it has paid any and all related fees and payments. Company undertakes to defend and hold harmless Dalet against any legal action or claim alleging that the Customer Content and/or applications that Company develops using the Dalet API infringe the rights of third parties, including intellectual property rights, provided that Dalet informs the Customer promptly that such a claim or legal action has been brought.

## Reversibility

Upon expiry or termination of the Agreement for any reason whatsoever, and for a period of thirty (30) days therefrom, Dalet shall, upon request by Company, return to Company any and all existing Customer Content, in a readable format to be determined by Dalet and subject to Company's prior written approval of Dalet's cost estimate for the reversibility services, which will include Dalet's costs

and third party hosting provider's costs in relation to returning the Customer Content to Company. It is hereby expressly agreed that after this thirty (30) day period, Dalet will be entitled to destroy any and all Customer Content and/or any copies thereof.

## Security Policy

Dalet may take all necessary steps to protect the security and availability of the Dalet Hosting Service, including by suspending temporarily the access to the Dalet Hosting Service (e.g. in case of a cyberattack etc.).

Company acknowledges that some of the Private SaaS services may be performed by Dalet or its third-party suppliers outside the country(ies) where the services are obtained, and information pertaining to Company's use of the Private SaaS services may be incorporated into Dalet's global database(s) to assist Dalet in providing the Private SaaS services.