



AGILE-ERP

Systems & SaaS Platforms

END USER LICENSE AGREEMENT (EULA)

Version 3.0 | Effective Date: 2025

Governing Law: State of Israel

Proprietary & Confidential



PREAMBLE

PLEASE READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE ACCESSING OR USING ANY SOFTWARE, PLATFORM, OR SERVICE PROVIDED BY AGILE-ERP. BY ACCESSING, INSTALLING, OR USING THE SOFTWARE, YOU ("USER" OR "CUSTOMER") AGREE TO BE LEGALLY BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY CEASE ALL USE OF THE SOFTWARE AND NOTIFY AGILE-ERP IN WRITING.

This Agreement governs all systems, SaaS platforms, AI modules, integrations, and related services developed and operated by Agile-ERP (Alon Lavi), including but not limited to ERP implementation layers, AI-powered operational workflows, data integration pipelines, and any proprietary modules or products offered under the Agile-ERP brand.

1. DEFINITIONS

The following terms shall have the meanings set forth below when used in this Agreement:

Defined Term	Meaning
"Agreement"	This End User License Agreement, including all schedules, exhibits, and any order forms or statements of work incorporated herein by reference.
"Company"	Agile-ERP (Alon Lavi), a sole proprietorship registered in Israel, and any successors or permitted assigns.
"Software"	All systems, SaaS applications, AI modules, integrations, APIs, workflow engines, data models, and related services developed, owned, or operated by the Company, including but not limited to ERP-based platforms, AI operational layers, and proprietary integration products.
"User / Customer"	Any individual, company, or legal entity that accesses, installs, or uses the Software pursuant to a valid subscription or commercial agreement.
"Authorized User"	Any natural person authorized by the Customer to access and use the Software on Customer's behalf within the scope of this Agreement.
"Data"	All data, records, files, and content entered, processed, transmitted, or generated by the User within or through the Software.
"AI Components"	Machine learning models, large language model integrations, reasoning engines, recommendation systems, anomaly detection modules, and any other AI-based decision or automation systems embedded in or connected to the Software.
"ERP Systems"	Third-party enterprise resource planning systems (including but not limited to Priority ERP by Priority Software Ltd.) that are integrated with or accessed through the Software.
"Confidential Information"	All non-public technical, business, operational, and commercial information relating to the Software, including architecture, source code, data models, pricing, AI logic, and workflow designs.

Defined Term	Meaning
"Subscription Term"	The period during which the User is licensed to access and use the Software, as defined in the applicable commercial agreement or order form.
"Documentation"	All user manuals, technical specifications, integration guides, API references, and related materials provided by the Company.
"Intellectual Property Rights"	All patents, copyrights, trademarks, trade secrets, know-how, database rights, and any other proprietary rights, whether registered or unregistered, in any jurisdiction.

2. LICENSE GRANT

2.1 Scope of License

Subject to the terms and conditions of this Agreement, and conditioned upon the User's timely payment of applicable fees, the Company hereby grants the User a:

- non-exclusive;
- non-transferable;
- non-sublicensable;
- revocable; and
- limited

license to access and use the Software solely for the User's internal business operations during the Subscription Term. This license does not include any right to resell, commercialize, or sublicense the Software.

2.2 Authorized Users

The User may permit Authorized Users to access the Software solely within the scope of this Agreement. The User is responsible for ensuring that all Authorized Users comply with this Agreement and shall be liable for any breach by an Authorized User.

2.3 No Ownership Transfer

The User acknowledges that this Agreement constitutes a limited license only. No title, ownership, or other proprietary interest in or to the Software is transferred to the User under any circumstances. All rights not expressly granted are reserved by the Company.

3. LICENSE RESTRICTIONS

The User shall NOT, directly or indirectly, and shall not permit any Authorized User or third party to:

- copy, reproduce, modify, adapt, translate, or create derivative works of the Software or any component thereof;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive or reconstruct the source code, algorithms, logic, data structures, or trade secrets embedded in the Software;
- resell, sublicense, rent, lease, lend, or otherwise transfer or exploit the Software for commercial gain without the Company's prior written consent;
- use the Software or any knowledge derived therefrom to develop, build, market, or support a product or service that competes, directly or indirectly, with the Software;

- circumvent, disable, or otherwise interfere with any licensing enforcement, security, access control, or usage-metering mechanisms;
- remove, alter, or obscure any copyright, trademark, patent, or other proprietary notices contained in or on the Software;
- use the Software to store, transmit, or process any data or content that is unlawful, infringing, harmful, or in violation of any applicable law or third-party right;
- access or use the Software to benchmark performance for the purpose of developing a competing product; or
- use automated scripts, bots, or scrapers to access the Software in a manner that circumvents normal usage patterns or usage limits.

Any use of the Software in violation of this Section 3 shall constitute a material breach of this Agreement and may result in immediate termination without notice, in addition to any other remedies available at law or in equity.

4. SaaS AND MULTI-TENANT ARCHITECTURE

4.1 Delivery Model

The Software is delivered as a cloud-based, multi-tenant SaaS platform. Multiple customers may share underlying infrastructure. The Company implements logical data isolation between tenants; however, physical separation is not guaranteed.

4.2 Infrastructure Changes

The Company reserves the right to modify, migrate, upgrade, or replace infrastructure components, cloud providers, or architectural layers at any time without prior notice, provided such changes do not materially degrade the functionality described in the applicable Documentation.

4.3 Scheduled and Emergency Maintenance

The Company may take the Software offline for scheduled maintenance or emergency remediation. The Company will use commercially reasonable efforts to provide advance notice of scheduled downtime of more than two (2) hours via the User's registered email or in-platform notification.

5. DATA OWNERSHIP AND PROCESSING

5.1 User Data Ownership

The User retains full legal ownership of all Data it submits to or generates within the Software. Nothing in this Agreement transfers Data ownership to the Company.

5.2 License to Process User Data

The User grants the Company a limited, non-exclusive, royalty-free license to process, store, transmit, and display User Data solely to the extent necessary to: (a) provide and maintain the Software; (b) comply with applicable law; and (c) enforce this Agreement.

5.3 Company Proprietary Data Assets

The Company retains exclusive ownership of:

- system architecture, schemas, and data models;
- derived analytics, aggregated performance metrics, and usage statistics;
- anonymized or pseudonymized data that cannot reasonably identify any individual or entity; and
- all AI model weights, training artifacts, and decision logic derived from or refined by system operation.

5.4 Anonymized Data Use

The Company may use anonymized and aggregated data for purposes including: system improvement, AI model training, product development, and publication of industry benchmarks. Such use shall not identify the User or any individual.

5.5 Data Portability and Deletion

Upon written request within thirty (30) days of termination of this Agreement, the Company will provide the User with an export of their Data in a commercially reasonable format. After such period, the Company may permanently delete User Data without further obligation.

5.6 Privacy and Applicable Law

Each party shall comply with all applicable data protection and privacy laws, including the Israeli Privacy Protection Law, 5741-1981, and its regulations. Where User Data includes personal data of third parties (including Customer employees or end-customers), the User is responsible for ensuring all required consents and legal bases are in place.

6. AI COMPONENTS AND DECISION-MAKING DISCLAIMER

6.1 Nature of AI Outputs

The Software may incorporate AI Components that generate recommendations, predictions, anomaly alerts, automated actions, or other outputs derived from data analysis and machine learning. The User expressly acknowledges that:

- AI outputs are advisory and informational in nature only;
- AI outputs do not constitute professional advice of any kind (legal, financial, accounting, or operational);
- AI models are probabilistic and may produce incorrect, incomplete, or biased results; and
- the accuracy, completeness, or fitness for purpose of AI outputs is not guaranteed.

6.2 User Responsibility for Decisions

The User is solely responsible for all business decisions, financial outcomes, and operational actions taken in reliance upon or in connection with AI outputs. The Company shall not be liable for any loss, damage, cost, or liability arising from the User's reliance on AI-generated outputs.

6.3 Human Oversight Obligation

The User agrees to maintain appropriate human oversight of all AI-assisted processes and shall not deploy automated actions derived from AI outputs without implementing adequate review, audit, and override mechanisms appropriate to the risk level of the underlying business process.

6.4 AI Model Evolution

AI Components may be updated, retrained, or replaced over time as part of system improvements. Such updates may alter the behavior or outputs of AI Components. The Company shall provide reasonable notice of material changes to AI logic that may impact User workflows.

7. ERP AND THIRD-PARTY INTEGRATIONS

7.1 Third-Party Dependency

The Software may integrate with third-party ERP systems (including Priority ERP), APIs, payment processors, cloud services, and other external platforms (collectively, "Third-Party Services"). These integrations are provided for convenience and are subject to the terms, conditions, and continued availability of the respective third-party providers.

7.2 Limitation of Liability for Third Parties

The Company is not responsible for, and expressly disclaims all liability arising from:

- outages, failures, or degraded performance of Third-Party Services;
- unilateral changes to APIs, data schemas, or authentication mechanisms by third-party providers;
- data inconsistencies, loss, or corruption originating within or transmitted from third-party systems;
- the accuracy, completeness, or legality of data provided by Third-Party Services; or
- the Company's inability to maintain an integration following a third-party provider's discontinuation or modification of its API.

7.3 No Warranty of Compatibility

The Company makes no warranty, express or implied, that integrations with Third-Party Services will remain functional, uninterrupted, or compatible with future versions of those services.

7.4 User Obligations Regarding Integrations

The User is responsible for: (a) maintaining valid licenses and agreements with all Third-Party Services used in connection with the Software; (b) providing the Company with accurate API credentials and access permissions; and (c) promptly notifying the Company of any changes to third-party access credentials.

8. INTELLECTUAL PROPERTY

8.1 Company Ownership

All Intellectual Property Rights in and to the Software, including without limitation the following, are and shall remain the exclusive property of the Company:

- system architecture, technical design documents, and workflow logic;
- source code, object code, scripts, and compiled executables;
- AI model structures, weights, prompts, training datasets, and inference logic;
- data models, database schemas, and API specifications;
- product concepts, methodologies, and implementation frameworks;
- all Documentation, marketing materials, and training content; and
- any improvements, modifications, or derivative works created by the Company, even where based on User feedback or data.

8.2 Feedback License

If the User provides feedback, suggestions, or ideas regarding the Software (Feedback), the User grants the Company a perpetual, irrevocable, worldwide, royalty-free license to incorporate such Feedback into the Software or any other product without obligation to the User.

8.3 No Implied Licenses

No license, right, or interest is granted to the User by implication, estoppel, or otherwise, except for the limited license expressly set forth in Section 2 of this Agreement.

8.4 Prohibition on Replication

The User shall not, and shall not permit any third party to, replicate, recreate, reverse-engineer, or independently develop any system, product, or service that replicates the material functionality or architecture of the Software, using knowledge acquired through use of the Software.

9. CONFIDENTIALITY

9.1 Confidentiality Obligations

Each party ("Receiving Party") agrees to: (a) hold the Confidential Information of the other party ("Disclosing Party") in strict confidence; (b) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent; and (c) use the Disclosing Party's Confidential Information solely for the purpose of performing obligations or exercising rights under this Agreement.

9.2 Standard of Care

The Receiving Party shall protect Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

9.3 Authorized Disclosure

The Receiving Party may disclose Confidential Information to its employees, contractors, or professional advisors who have a genuine need to know and are bound by confidentiality obligations no less protective than those set forth herein.

9.4 Exclusions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (d) is required to be disclosed by law or court order, provided the Receiving Party provides prompt written notice and cooperates with any protective order.

9.5 Survival

Confidentiality obligations shall survive the expiration or termination of this Agreement for a period of five (5) years, except with respect to trade secrets, which shall be protected indefinitely.

10. SECURITY AND ACCESS CONTROL

10.1 User Security Responsibilities

The User is solely responsible for:

- managing and controlling Authorized User access and permissions within the Software;
- safeguarding all login credentials, API keys, and authentication tokens;
- implementing appropriate access controls within its own systems and networks;
- promptly revoking access of any Authorized User upon termination of their relationship with the User; and
- reporting any known or suspected unauthorized access, security breach, or credential compromise to the Company within forty-eight (48) hours of discovery.

10.2 Company Security Measures

The Company shall implement and maintain commercially reasonable security measures, including:

- logical data isolation between tenants;
- encrypted transmission of Data using industry-standard protocols (TLS 1.2 or higher);
- access logging and audit trails for administrative operations;
- periodic vulnerability assessments; and
- incident response procedures.

10.3 No Absolute Security Guarantee

The Company does not warrant that the Software will be free from security vulnerabilities, unauthorized access, or data breaches. Cybersecurity threats are inherently evolving, and no security measures can guarantee absolute protection. The Company's liability for security incidents is limited as set forth in Section 15 of this Agreement.

11. SERVICE AVAILABILITY

11.1 Availability Commitment

The Company shall use commercially reasonable efforts to make the Software available twenty-four (24) hours per day, seven (7) days per week, excluding Scheduled Maintenance windows. Specific uptime commitments, if any, shall be set forth in a separate Service Level Agreement ("SLA") addendum attached to the applicable commercial agreement.

11.2 Exclusions from Availability Commitment

The Company's availability commitment does not apply to unavailability caused by:

- Scheduled or emergency maintenance;
- User actions, misuse, or misconfiguration;
- Force Majeure Events (as defined in Section 17);
- failures of Third-Party Services or internet infrastructure beyond the Company's reasonable control;
- Denial-of-service attacks or other security incidents; or
- suspension of access pursuant to Section 14.

11.3 Remedies for Downtime

In the event of material or sustained unavailability attributable to the Company, the User's sole and exclusive remedy shall be service credits as specified in the applicable SLA addendum, or, where no SLA addendum exists, a pro-rata credit of prepaid fees for the affected period. Service credits do not apply to non-production or sandbox environments.

12. UPDATES, MODIFICATIONS, AND DISCONTINUATION

12.1 Right to Update

The Company reserves the right to update, modify, enhance, or discontinue any feature, module, or functionality of the Software at any time, with or without notice.

12.2 No Backward Compatibility Obligation

Unless otherwise specified in a written agreement, the Company has no obligation to maintain backward compatibility with prior versions of the Software, APIs, or integrations.

12.3 Deprecation Notice

Where reasonably practicable, the Company will provide a minimum of thirty (30) days' prior written notice before discontinuing a major feature or API endpoint that the User is actively using, as evidenced by usage logs.

12.4 Emergency Modifications

The Company may make immediate modifications to the Software without prior notice where required to: (a) address a critical security vulnerability; (b) comply with applicable law; or (c) prevent material harm to the platform or other users.

13. PAYMENT, FEES, AND LICENSING STRUCTURE

13.1 Fees

Access to the Software is conditioned upon payment of fees as set forth in the applicable commercial agreement, order form, or subscription plan. All fees are quoted exclusive of applicable taxes (including VAT) unless otherwise stated.

13.2 Licensing Models

Licensing may be structured on a per-user, per-module, usage-based, or hybrid basis, as specified in the commercial agreement. The applicable licensing model governs the scope and limits of authorized use.

13.3 Payment Terms

Unless otherwise agreed in writing, all invoices are due within thirty (30) days of invoice date. Overdue amounts shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by applicable law, whichever is lower), from the due date until the date of full payment.

13.4 Suspension for Non-Payment

If any undisputed amount is overdue by more than fifteen (15) days, the Company may suspend the User's access to the Software upon five (5) business days' written notice, without liability to the User and without waiving any other rights or remedies.

13.5 Taxes

The User is responsible for all taxes, duties, and governmental charges applicable to the User's use of the Software, excluding taxes on the Company's net income. If the Company is required by law to collect and remit taxes on behalf of the User, such amounts will be added to the applicable invoice.

14. TERM AND TERMINATION

14.1 Term

This Agreement commences upon the User's first access to the Software and continues for the duration of the Subscription Term, unless earlier terminated in accordance with this Section 14.

14.2 Termination for Convenience

Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party, subject to any minimum term commitments set forth in the applicable commercial agreement.

14.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if:

- the other party commits a material breach of this Agreement and fails to cure such breach within fourteen (14) days of receiving written notice specifying the breach in reasonable detail;

- the other party becomes insolvent, makes an assignment for the benefit of creditors, or is subject to bankruptcy, receivership, or similar proceedings; or
- the other party ceases to carry on business in the ordinary course.

The Company may additionally terminate or suspend this Agreement immediately for non-payment (per Section 13.4), misuse, or conduct that poses a security risk to the platform or other users.

14.4 Effect of Termination

Upon termination or expiration of this Agreement:

- all licenses granted hereunder shall immediately terminate;
- the User shall cease all access to and use of the Software;
- the User shall destroy or return all Confidential Information in its possession;
- the Company shall retain User Data for thirty (30) days to allow export pursuant to Section 5.5, after which Data may be permanently deleted; and
- all accrued payment obligations and any provisions that by their nature should survive termination (including Sections 5.5, 8, 9, 15, 16, and 17) shall survive.

15. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

15.1 Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION:

- ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT;
- ANY WARRANTY THAT THE SOFTWARE WILL MEET THE USER'S REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR ERROR;
- ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF AI OUTPUTS; AND
- ANY WARRANTY RELATING TO THE PERFORMANCE OR AVAILABILITY OF THIRD-PARTY SERVICES.

15.2 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES;
- LOSS OF PROFITS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS;
- LOSS OF DATA OR COST OF DATA RECOVERY;
- BUSINESS INTERRUPTION OR LOSS OF BUSINESS OPPORTUNITY;
- LOSS ARISING FROM INCORRECT OR INCOMPLETE AI RECOMMENDATIONS; OR
- ANY OTHER ECONOMIC LOSS;

EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE).

15.3 Cap on Liability

THE COMPANY'S TOTAL AGGREGATE LIABILITY TO THE USER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY THE USER TO THE COMPANY IN THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15.4 Essential Basis

The parties acknowledge that the limitations of liability and disclaimers set forth in this Section 15 reflect a reasonable allocation of risk and are an essential basis of the bargain between the parties. The Company would not have entered into this Agreement without such limitations.

15.5 Mandatory Statutory Rights

Nothing in this Agreement limits liability that cannot be excluded or limited under applicable mandatory law, including liability for death or personal injury caused by negligence, or fraud.

16. INDEMNIFICATION

16.1 User Indemnification Obligation

The User shall defend, indemnify, and hold harmless the Company and its officers, employees, contractors, and agents (collectively, "Indemnitees") from and against any and all third-party claims, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- the User's breach of any term of this Agreement;
- the User's misuse of the Software or violation of applicable law;
- the User's processing or handling of Data in violation of applicable privacy law or third-party rights;
- the User's reliance upon, or business decisions made in connection with, AI outputs; or
- any claim by an Authorized User or third party arising from the User's use of the Software.

16.2 Indemnification Procedure

The Company shall: (a) promptly notify the User in writing of any claim subject to indemnification; (b) give the User sole control of the defense and settlement of such claim (provided that any settlement that imposes obligations on the Company requires the Company's prior written consent); and (c) provide the User with reasonable cooperation and assistance, at the User's expense.

17. GENERAL PROVISIONS

17.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of law provisions.

17.2 Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be subject to the exclusive jurisdiction of the competent courts located in Tel Aviv, Israel. Each party irrevocably submits to such jurisdiction and waives any objection to venue.

17.3 Force Majeure

Neither party shall be in breach of this Agreement, nor liable for any delay or failure to perform, where such delay or failure results from events beyond that party's reasonable control, including but not limited to: acts of God, war, terrorism, pandemic, governmental action, natural disaster, power failure, or internet infrastructure failure ("Force Majeure Event"). The affected party shall notify the other promptly and shall use commercially reasonable efforts to resume performance.

17.4 Entire Agreement

This Agreement, together with any applicable order forms, statements of work, SLA addenda, and schedules incorporated herein by reference, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral.

17.5 Amendments

The Company reserves the right to amend this Agreement at any time by posting an updated version or providing written notice to the User. Material changes shall be effective no earlier than thirty (30) days after notice. Continued use of the Software following the effective date of any amendment constitutes acceptance of the revised Agreement.

17.6 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

17.7 Waiver

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy. No single or partial exercise of any right or remedy shall preclude any further exercise thereof or the exercise of any other right or remedy.

17.8 Assignment

The User may not assign, transfer, or delegate this Agreement or any rights or obligations hereunder without the Company's prior written consent. The Company may freely assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets, upon notice to the User. Any purported assignment in violation of this provision is null and void.

17.9 Notices

All notices required or permitted under this Agreement shall be in writing and delivered by: (a) email with confirmed receipt; (b) registered mail; or (c) courier to the address specified in the applicable commercial agreement. Notices to the Company shall be addressed to Agile-ERP (Alon Lavi).

17.10 Relationship of the Parties

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or franchise relationship between the parties.

17.11 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall create any rights in any third party.

17.12 Language

This Agreement is drafted in English. Where a Hebrew translation is provided to Israeli-resident customers for convenience, the English version shall govern and prevail in all cases of conflict or ambiguity. Neither party may rely on a Hebrew translation to vary the rights or obligations established by the English text.

18. DATA PROCESSING — GDPR AND CCPA COMPLIANCE

18.1 Scope of Application

This Section 18 applies where the User, in connection with its use of the Software, processes Personal Data of individuals located in the European Economic Area (EEA), the United Kingdom, or the State of California, USA, and where such processing is subject to the EU General Data Protection Regulation (GDPR) 2016/679, the UK GDPR, or the California Consumer Privacy Act (CCPA) / California Privacy Rights Act (CPRA), as applicable (collectively, "Data Protection Laws").

18.2 Roles of the Parties

Where Data Protection Laws apply: (a) the User acts as the Data Controller (or Business under CCPA), determining the purposes and means of processing Personal Data; and (b) the Company acts as the Data Processor (or Service Provider under CCPA), processing Personal Data solely on behalf of and under the documented instructions of the User.

18.3 Company Obligations as Processor

Where acting as Data Processor, the Company shall:

- process Personal Data only on documented instructions from the User, unless required to do so by applicable law;
- ensure that personnel authorized to process Personal Data are bound by appropriate confidentiality obligations;
- implement appropriate technical and organizational security measures pursuant to Article 32 GDPR (or equivalent standard);
- not engage sub-processors without prior written authorization from the User, and impose equivalent data protection obligations on any authorized sub-processor;

- assist the User in responding to data subject rights requests (access, erasure, rectification, portability, restriction, objection) within commercially reasonable timeframes;
- notify the User without undue delay (and in any event within 72 hours where feasible) upon becoming aware of a Personal Data breach; and
- upon termination of this Agreement, at the User's election, delete or return all Personal Data and delete existing copies, unless retention is required by applicable law.

18.4 User Obligations as Controller

The User represents and warrants that: (a) it has a valid legal basis for each processing activity involving Personal Data; (b) it has provided all required notices to and obtained all required consents from data subjects; (c) its instructions to the Company comply with all applicable Data Protection Laws; and (d) it has carried out any required Data Protection Impact Assessments (DPIAs) for high-risk processing activities.

18.5 International Data Transfers

Where Personal Data is transferred from the EEA, UK, or Switzerland to a third country not recognized as providing adequate protection, such transfers shall be governed by the applicable European Commission Standard Contractual Clauses (SCCs), UK International Data Transfer Agreement (IDTA), or an equivalent lawful transfer mechanism. The parties agree to execute such instruments upon request.

18.6 CCPA — No Sale of Personal Information

The Company shall not: (a) sell or share Personal Information (as defined under CCPA/CPRA) of California residents; (b) retain, use, or disclose Personal Information for any purpose other than providing the services specified in this Agreement; or (c) retain, use, or disclose Personal Information outside the direct business relationship between the parties. The Company certifies that it understands and will comply with these restrictions.

18.7 Data Processing Addendum

Where required by applicable Data Protection Laws or requested by the User, the parties shall execute a separate Data Processing Addendum (DPA) setting out further technical and operational details consistent with this Section 18. In the event of any conflict between this Agreement and a duly executed DPA, the DPA shall prevail with respect to the processing of Personal Data.

19. AI REGULATORY COMPLIANCE

19.1 EU AI Act — Risk Classification

The Company's AI Components are designed and operated with reference to the requirements of Regulation (EU) 2024/1689 on Artificial Intelligence (the "EU AI Act"), which applies progressively from 2024 through 2027. The Company classifies its AI Components as follows:

- Minimal Risk: AI features used for productivity assistance, document generation, and general recommendations — no additional obligations apply.
- Limited Risk: AI Components interacting with users in a manner that may not be immediately apparent as AI-generated (e.g., automated communications, AI-assisted output presented as advisory content) — the Company implements appropriate transparency disclosures.

- High Risk: Where any AI Component is determined to fall within a high-risk category under Annex III of the EU AI Act (e.g., systems used in employment, credit scoring, or regulatory compliance decisions), the Company shall implement conformity assessments, maintain technical documentation, and register the system in the EU database as required.

19.2 Prohibited AI Practices

The Company does not and will not deploy AI Components that constitute prohibited AI practices under Article 5 of the EU AI Act, including subliminal manipulation, exploitation of vulnerabilities, social scoring, or real-time biometric identification in publicly accessible spaces.

19.3 User Obligations — AI Act Compliance

Where the User deploys AI outputs in contexts subject to the EU AI Act (including decisions affecting individuals' rights, access to services, or employment), the User is solely responsible for: (a) ensuring its use of AI Components complies with applicable AI regulations in its jurisdiction; (b) maintaining human oversight as required for the risk level of the applicable use case; and (c) not using AI Components for any prohibited purpose under applicable law.

19.4 Evolving Regulatory Landscape

The regulation of artificial intelligence is rapidly evolving. The parties agree to cooperate in good faith to address compliance requirements arising from new or amended AI regulations that materially affect the use of the Software, with any material changes to the Company's obligations reflected in an amendment to this Agreement or applicable DPA.

20. AUDIT RIGHTS

20.1 License Compliance Audit

The Company reserves the right to audit the User's use of the Software to verify compliance with the license scope, usage limits, and terms of this Agreement. The Company may exercise this right no more than once per calendar year, unless a prior audit revealed a material breach, in which case an additional audit may be conducted within the same year.

20.2 Audit Procedure

The Company shall provide the User with at least thirty (30) days' prior written notice before conducting an audit. Audits shall be: (a) conducted during normal business hours; (b) carried out by the Company or a mutually agreed independent third-party auditor bound by confidentiality obligations; and (c) structured to minimize disruption to the User's business operations.

20.3 User Cooperation

The User shall: (a) provide the Company or its designated auditor with reasonable access to relevant systems, records, and personnel; (b) provide accurate usage data and license deployment records upon request; and (c) respond to audit inquiries within fifteen (15) business days.

20.4 Audit Findings and Remediation

If an audit reveals that the User has exceeded its licensed scope or otherwise breached this Agreement: (a) the User shall pay any underpaid fees within thirty (30) days of the audit findings; (b) if usage exceeded licensed quantities by more than ten percent (10%), the User shall also reimburse the Company's reasonable costs of conducting the audit; and (c) the Company reserves all other rights and remedies available under this Agreement and applicable law.

20.5 Confidentiality of Audit Results

All audit results, findings, and related information constitute Confidential Information of both parties and shall be used solely for the purpose of verifying license compliance and enforcing this Agreement.

21. SOURCE CODE ESCROW

21.1 Escrow Availability

Enterprise customers or customers with significant operational dependency on the Software may request, at their cost, the establishment of a source code escrow arrangement with a mutually agreed third-party escrow agent (such as NCC Group, Iron Mountain, or an equivalent provider). Such arrangement shall be governed by a separate tripartite escrow agreement between the Company, the User, and the escrow agent.

21.2 Escrow Deposit

Where a valid escrow agreement is in place, the Company shall deposit into escrow: (a) the then-current version of the Software source code; (b) build scripts and compilation instructions sufficient to recreate the executable Software; and (c) technical documentation necessary for maintenance. Deposits shall be updated no less than annually, or upon release of a major version.

21.3 Release Conditions

The escrow agent shall release the source code deposit to the User solely upon the occurrence of one or more of the following verified release conditions:

- the Company ceases business operations and does not transfer its obligations to a qualified successor;
- the Company becomes insolvent, is placed in receivership, or makes a general assignment for the benefit of creditors, and no qualified successor assumes the Company's obligations within ninety (90) days; or
- the Company materially breaches its obligation to maintain and support the Software and fails to cure such breach within sixty (60) days of written notice.

21.4 License Upon Release

Upon valid release of escrow materials, the User is granted a limited, non-transferable, non-sublicensable license to use the source code solely for the User's own internal maintenance and operation of the Software. This license does not grant any right to commercialize, sublicense, or develop competing products from the escrow materials.

21.5 No Default Escrow Obligation

Absent an executed tripartite escrow agreement, the Company has no obligation to deposit or maintain source code in escrow. The existence of this Section does not create any implied escrow obligation or release condition.

22. NON-SOLICITATION

22.1 Non-Solicitation of Personnel

During the Subscription Term and for a period of twenty-four (24) months following the expiration or termination of this Agreement, the User shall not, directly or indirectly:

- solicit, recruit, hire, or engage any employee, contractor, consultant, or subcontractor of the Company who has had material involvement in the development, delivery, or support of the Software; or
- induce or encourage any such individual to terminate or reduce their engagement with the Company.

22.2 Scope and Reasonableness

The parties acknowledge that this restriction is reasonable in scope, duration, and geographic reach given: (a) the highly specialized and proprietary nature of the knowledge held by the Company's personnel; (b) the significant investment the Company makes in developing such expertise; and (c) the material harm that targeted solicitation would cause to the Company's ability to serve its customers.

22.3 Permitted General Recruitment

Nothing in this Section 22 shall prohibit the User from: (a) conducting general public recruitment campaigns not specifically targeting Company personnel; or (b) engaging individuals who independently approach the User without solicitation, provided the User has not taken steps, directly or indirectly, to prompt or facilitate such approach.

22.4 Remedy for Breach

The User acknowledges that a breach of this Section 22 would cause irreparable harm to the Company for which monetary damages alone would be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, the Company shall be entitled to seek injunctive or other equitable relief without the requirement to post a bond or prove actual damages.

23. BENCHMARK AND COMPETITIVE ANALYSIS RESTRICTIONS

23.1 Prohibition on Benchmarking

The User shall not, without the Company's prior written consent: (a) conduct or commission any performance, capability, or functionality benchmark test of the Software for the purpose of developing, marketing, or supporting a competing product or service; (b) disclose, publish, or distribute benchmark test results, performance comparisons, or competitive analyses derived from use of the Software, whether in public forums, marketing materials, industry reports, or third-party publications; or (c) share such results with any party that is, or the User reasonably knows to be, developing a product that competes with the Software.

23.2 Internal Benchmarking

Nothing in this Section 23 prohibits the User from conducting internal, non-public performance assessments of the Software solely for the purpose of evaluating the Software's fitness for the User's own internal business purposes. Such internal assessments must not be disclosed externally and must not be used to inform the development of any competing system.

23.3 Consequences of Unauthorized Disclosure

Unauthorized publication or disclosure of benchmark results shall constitute a material breach of this Agreement and may result in immediate termination, injunctive relief, and a claim for damages including, without limitation, lost business opportunity and reputational harm.

24. INSURANCE REQUIREMENTS

24.1 User Insurance Obligations

Throughout the Subscription Term and for a period of twelve (12) months following termination, the User shall maintain, at its own cost and with reputable insurers, the following minimum insurance coverages:

- Cyber Liability and Data Breach Insurance: covering loss or unauthorized disclosure of data, regulatory fines, notification costs, and third-party claims arising from a security breach — with minimum limits of USD 1,000,000 per occurrence and USD 2,000,000 in aggregate;
- Commercial General Liability: covering bodily injury, property damage, and personal and advertising injury — with minimum limits of USD 1,000,000 per occurrence;
- Professional Indemnity / Errors & Omissions: covering claims arising from professional services, advice, or operational decisions — with minimum limits of USD 1,000,000 per claim; and
- Workers' Compensation and Employers' Liability: as required by applicable law.

24.2 Company as Additional Insured

Upon written request, the User shall cause the Company to be named as an additional insured on its Cyber Liability and Commercial General Liability policies, and shall provide the Company with certificates of insurance evidencing such coverage within ten (10) business days of the request.

24.3 Notice of Material Changes

The User shall provide the Company with at least thirty (30) days' prior written notice of any material reduction, cancellation, or non-renewal of required insurance coverage.

24.4 No Limitation of Liability

Compliance with insurance requirements does not limit or replace the User's indemnification obligations under Section 16 or any other obligations under this Agreement.

25. EXPORT CONTROL AND SANCTIONS COMPLIANCE

25.1 Export Compliance Obligation

The Software, including any AI Components, technical data, and related documentation, may be subject to export control laws and regulations, including: (a) the Israeli Defense Export Control Law (5766-2007) and regulations thereunder; (b) the U.S. Export Administration Regulations (EAR) administered by the Bureau of Industry and Security (BIS); (c) EU dual-use goods regulations; and (d) any other applicable national export control regimes. The User shall comply with all such laws and regulations in connection with its access to, use of, and transfer of the Software.

25.2 Prohibited Destinations and Persons

The User shall not, directly or indirectly, export, re-export, transfer, or make available the Software or any technical data derived therefrom to:

- any country, territory, or region that is the subject of comprehensive sanctions administered by OFAC (U.S. Treasury), the EU, the UN Security Council, or the Israeli government, including but not limited to Iran, North Korea, Syria, Cuba, and the Crimea/Donetsk/Luhansk regions of Ukraine;
- any individual or entity listed on the U.S. Specially Designated Nationals (SDN) list, BIS Entity List, EU Consolidated Sanctions List, or equivalent Israeli restricted party list; or
- any end-user where the User knows or has reason to believe the Software will be used in connection with weapons of mass destruction, military end-uses in prohibited destinations, or any sanctioned activity.

25.3 User Representations

The User represents and warrants that: (a) it is not located in, organized under the laws of, or owned or controlled by a person in a sanctioned country or territory; (b) it is not listed on any applicable restricted party list; and (c) it will not use or transfer the Software in violation of any applicable export control or sanctions law.

25.4 Notification and Cooperation

The User shall promptly notify the Company if it becomes aware of any actual or potential export control or sanctions violation in connection with the Software. The User shall cooperate fully with any investigation by the Company or relevant governmental authority relating to such matters.

25.5 Termination for Compliance

The Company may immediately suspend or terminate the User's access to the Software, without liability, if the Company reasonably determines that continued provision of the Software would violate any applicable export control or sanctions law or regulation.

26. ACCEPTANCE

BY ACCESSING OR USING THE SOFTWARE, THE USER REPRESENTS THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THIS AGREEMENT. IF ACCEPTING ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

FOR AGILE-ERP (COMPANY)	FOR USER / CUSTOMER
Signature: _____	Signature: _____

<p>Name: Alon Lavi Title: Founder & Systems Architect Date: _____</p>	<p>Name: _____ Title: _____ Date: _____</p>
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