

END USER LICENSE AGREEMENT

[Last Amended: August 2024]

This End User License Agreement (“**EULA**”) governs your engagement with Radix Technologies Ltd. (“**Radix**”, “**Company**”, “**we**”, or “**our**”), with respect to the usage of Radix’s Dashboard and Product (as defined herein).

Radix specializes in providing advanced device management solutions through a comprehensive, cloud-based platform designed to simplify the administration and security of various devices across diverse environments (“**Product**”). Our offerings support customers who has purchased the right to use our Products, whether directly from us or indirectly through any of our distributors and business partners (“**Customer/s**”). The Customers may include educational institutions, enterprises, and public sectors, using the Product to ensure their managed devices (“**Device/s**”) remain healthy, secure, and optimally tuned to their mission. Key features of the product include centralized control over the Devices, remote installation and updates, and comprehensive security monitoring and management features. The Customer and its authorized users are able to control and operate those features through the use of a designated web interface (“**Dashboard**”), which is an integral part of the Product or provided otherwise by the Customer.

This EULA is a legally binding and an enforceable agreement between Radix and you, a user of the Product (“**End User**” or “**you**”), whether you are the Customer itself or any of their authorized users. The End User and Radix shall each be referred to herein as a “**party**” and collectively as the “**parties**”.

ACCEPTANCE OF THE TERMS: BY REGISTERING AND ACCESSING THE DASHBOARD OR OTHERWISE USING THE PRODUCT, OR BY OTHERWISE USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS EULA. YOU AGREE TO BE BOUND BY THIS EULA AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING YOUR USE OF THE PRODUCT. IF YOU DO NOT AGREE TO ALL OR PART OF THIS EULA PLEASE DO NOT REGISTER OR USE THE PRODUCT OR ITS FEATURES IN ANY MANNER.

1. REGISTRATION AND ACCOUNT

- 1.1. In order to use and access the Dashboard or the Product, you must have a registered account (“**Account**”), created for you independently or by the Customer. As part of the registration process, we will collect your name and a valid email address, and designate you with a personal username and password.
- 1.2. Radix reserves the right to suspend or terminate the Account in the event that the End User Account’s information as provided contains any untrue or inaccurate information.
- 1.3. You alone will be fully responsible for maintaining the confidentiality of your password and username for your Account and for all activities in connection with the Account, whether done by you or on your behalf. Any unauthorized use of or access to the Account or the Product must be immediately reported to the Company. You may not assign or transfer your rights under the Account, including your username and password, without the prior written consent of the Company.

2. SCOPE OF SERVICE

- 2.1. Subject to the terms herein, once you have completed the registration process, you will be provided with access to the Dashboard and Product, which may include various features and versions, as may be determined and offered by Radix from time to time, subject to its sole discretion. The specific features available to you depend on the applicable scope of the Product purchased by the Customer.
- 2.2. Subject to the terms herein, Radix hereby grants you a limited, revocable, non-exclusive, non-transferable and non-sub-licensable license to access and use the Product and Dashboard, solely during the Term (as defined below) and solely for the purpose set forth herein (“**License**”).
- 2.3. Radix, at its sole discretion, is entitled to: (i) determine the features, settings, or other tools that are available as a part of the Product; (ii) modify, correct, amend, update, upgrade, enhance, improve, remove, replace or make any other changes to, or discontinue, or cease, temporarily or permanently, any features or functionalities of the Product; and (iii) modify and renew the license under any of the circumstances listed in (ii) above, without incurring any liability to you.

3. LICENSE RESTRICTIONS

- 3.1. You hereby undertake that you will not, and not allow others to: (i) sell, license (or sub-license), lease, assign, transfer, pledge, or share the License granted or any rights under this EULA with any third party except as permitted hereunder; (ii) disassemble, decompile, reverse engineer or attempt to discover the Product’s source code or underlying algorithms; (iii) upload invalid data, viruses, worms, malicious code or other software agents through the Product; (iv) interfere with the proper working or security measures of the Product; (v) bypass the measures Radix may use to prevent or restrict access to the Product; (vi) use the Product for any illegal or unauthorized purpose, or that could give rise to any civil liability or other lawsuit; (vii) modify the Product, or insert any code or product, or in any other way manipulate the Product in any way or create any derivative works from the Product; or (viii) use the Product in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights.
- 3.2. Your failure to comply with the provisions set forth above may result in, at Radix’s sole discretion, the termination or suspension of access to the Product as well as the immediate termination of this EULA, without derogating from any other remedy Radix may be entitled to under this EULA or any applicable law.

4. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the full legal authority to enter into and be bound by this EULA and that it has no contractual and/or other hindrance to enter into this EULA and to take upon itself to perform all of its undertakings hereunder.

5. TERM AND TERMINATION

- 5.1. This EULA shall commence on the date you have accepted its terms by subscribing to use the Product and shall thereafter continue in accordance with the terms of the Product that you have registered for (each a “**Term**”). In case the Product allows the Customer to end the Term early, and you are an End User of a Customer that terminated his engagement with us, such termination will cause the termination of your usage of the Product.
- 5.2. Upon the expiration or termination of this EULA all rights and licenses granted under this EULA shall immediately terminate and you shall cease your use of the Product. All sections detailed

herein which by their nature are intended to survive termination, shall survive termination or expiration for any reason.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Intellectual Property Rights and all other rights, title and interest of any nature in and to the Product including the Dashboard or any related documentation made available by or on behalf of Radix hereunder (including all modifications, enhancements, upgrades, customizations and derivative works thereof) are and shall remain the exclusive property of Radix and its licensors. For the purpose of this Agreement “**Intellectual Property Rights**” shall mean all intellectual property rights of every kind and description, including without limitation: (i) rights in or to trademarks and service marks (whether or not registered), trade names and other designations of source of origin, together with all goodwill related to the foregoing, (ii) patents and patent applications, (iii) rights in or to copyrights, whether or not registered, (iv) rights in or to trade secrets and confidential information, including without limitation know-how, technology methods, ideas and inventions, (v) rights in software and computer code (whether in source code, object code or any other form) and (vi) all applications and registrations of any of the foregoing.
- 6.2. Nothing in this EULA shall be construed as transferring any right, title or interest to you or any third party, unless explicitly stated hereunder. Radix and its licensors reserve any and all rights not expressly granted in this EULA. The provisions of this section shall remain in full force and effect after termination or expiration of this EULA for whatever reason.

7. CONFIDENTIALITY

In the context of the relationship under this EULA, either party (“**Disclosing Party**”) may disclose to the other party (“**Receiving Party**”) certain confidential information regarding its technology and business (“**Confidential Information**”). The Receiving Party agrees to keep confidential and not disclose or use any Confidential Information except to support its use or provision of the Product. Confidential Information shall not include information that the Receiving Party can show: (i) was already lawfully known to or independently developed by the Receiving Party without access to or use of Confidential Information; (ii) was received by the Receiving Party from any third party without restrictions; (iii) is publicly and generally available, free of confidentiality restrictions; or (iv) is required to be disclosed by law, regulation or is requested in the context of a law enforcement investigation, provided that Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperates in order to minimize such requirement. Receiving Party shall restrict disclosure of Confidential Information to those of its employees and contractors with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein. The non-disclosure and non-use obligations set forth in this Section 7 shall survive the termination or expiration of this EULA for a period of 3 years.

8. DATA PROTECTION

- 8.1. We will store, process, and use the information of our Customers and their End Users, including data collected during the registration process and via their Account, in accordance with our privacy policy which can be found here: <https://Radix-int.com/privacy-policy/>.
- 8.2. Each Customer is the legal owner and Controller (as defined under applicable privacy-related laws) of its respective End-Users and Device users (data subjects whose Devices are being managed, controlled and monitored by the Customer through the use of the Product “**Device Users**”) data. This means that any such personal data (excluding basic Account data managed by

the Company as part of managing the Product) is legally owned by the Customer, and Radix processes this data on behalf of the Customer in accordance with applicable data protection laws and the Customer's instructions. The Customer, in their capacity as the Controller, is solely responsible for any consent or disclosure required for the processing of such personal data.

- 8.3. The End User's and Device User's data may be shared with the Customer, as well as with any relevant Manufacturer or Reseller of the Devices, to provide better service and support. This includes, without limitation, sharing data for updates, support, and license renewals. Use of this data by those third parties will be governed by their respective privacy policies and terms of service, subject to their sole discretion and responsibility.
- 8.4. Subject to applicable law, we may use the email address and phone number you provided during the registration process for the purpose of sending you marketing messages and materials, as well as operational messages. If you wish to opt out of receiving marketing communications, you may do so by following the instructions in those messages or by updating your preferences in your Account settings.

9. INDEMNIFICATION

You shall indemnify, defend and hold Radix harmless, and its respective affiliates, officers, directors, shareholders, or representatives ("**Indemnified Parties**") from any and all demands, judgments, awards, losses, damages, expenses, claims, liabilities, and all related costs, including reasonable legal fees ("**Liabilities**") incurred by the Indemnified Parties as a result of or arising out of a third party claim in connection with a breach of this EULA; (i) your gross negligence, willful misconduct or fraud, or that of your employees, agents, or subcontractors; and (ii) any breach or violation of applicable law by you.

10. LIMITATION OF LIABILITY AND DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT AND ANY RELATED DOCUMENTATION, SOFTWARE OR COMPONENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND.

RADIX DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION NOR DOES IT EXTEND ANY WARRANTY OF ANY KIND, WITH RESPECT TO THE PRODUCT OR THE RESULTS, OUTPUTS, SCENARIOS, CALCULATIONS, CONCLUSIONS, ETC., OBTAINED THROUGH THE PRODUCT ("OUTPUTS"), INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, TIMELINESS, COMPLETENESS, OR INFORMATIONAL CONTENT. RADIX WILL HAVE NO DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY OUTPUTS OR INFORMATION DISPLAYED IN OR AVAILABLE THROUGH THE PRODUCT. CUSTOMER'S AND END USER'S USE OF OR RELIANCE ON ANY OUTPUTS SHALL BE DONE SOLELY AT THE CUSTOMER'S AND END USER'S OWN RISK.

RADIX ASSUMES NO RESPONSIBILITY OR LIABILITY FOR: (I) ANY UNAUTHORIZED ACCESS TO OR USE OF THE ACCOUNT; (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PRODUCT; (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PRODUCT; (IV) ANY LOSS OF DATA; AND (V) ANY USE OR PROCESSING OF DEVICE USERS' DATA BY THE CUSTOMER, ITS END-USER, OR ANYONE ACTING ON THEIR BEHALF. IN NO EVENT SHALL RADIX BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER

PECUNIARY LOSS, ARISING OUT OF THE USE OF THE PRODUCT, EVEN IF IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, RADIX'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS EULA AND USE OF THE PRODUCT SHALL NOT EXCEED US\$100.

11. AMENDMENTS

Radix reserves the right to modify, correct, or amend this EULA at any time. The most current version of this EULA will always be displayed on Radix's website and any changes will be indicated under the "Last Amended" date above. It is your responsibility to ensure that you are familiar with the most current version of this EULA. Your continued use of the Product following the publication by Radix of an amended version of this EULA shall constitute your express agreement to be bound by the amended EULA. Radix may provide you with a written notification or display a notice on its website, all at its sole discretion, in the event that a material change is made.

12. MISCELLANEOUS

- 12.1. Governing Law and Jurisdiction. This EULA and any claim, controversy, or dispute arising out of, related to, or otherwise in connection with this EULA shall be interpreted, construed, and enforced in accordance with the laws of the state of Israel, applied without giving effect to any conflicts of law principles. The parties agree that any lawsuit that may be brought with respect to this EULA shall be brought and tried exclusively in the competent courts located within the state of Israel.
- 12.2. Relationship of the Parties. Each party hereunder is considered an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, fiduciary or agency relationship between the parties for any purpose.
- 12.3. Assignment. This EULA may not be assigned or transferred by you without Radix's prior written consent.
- 12.4. Force Majeure. Neither party shall be liable for any delay or failure to perform if and to the extent that such delay or failure to perform is caused or otherwise brought about by circumstances beyond the non-performing Party's reasonable control, including strikes, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, terrorism, Acts of God (including a pandemic), and/or inclement weather, which the non-performing party is unable to prevent by the exercise of reasonable due diligence, and provided that the non-performing party uses its best efforts to overcome any such circumstances.
- 12.5. Entire Agreement. This EULA, including all exhibits hereto and any links included herein, contains the entire agreement of the parties, and supersedes any prior oral or written agreements or understanding between the parties.
- 12.6. Severability. Should any one or more of the provisions of this EULA be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this EULA shall not in any way be affected or impaired by such determination and will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 12.7. Waiver. Any delay or omission by either party to exercise any right under this EULA shall not be construed to be a waiver of such right. A waiver by either party of any of the performance

provisions of this EULA shall not be construed to be a waiver of any succeeding performance or breach.