



Terms of Service

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DTECT VISION LTD.

CLAIM GUARD TERMS OF SERVICE

1. INTRODUCTION AND ACCEPTANCE

- These Terms of Service (these "**Terms**") constitute a legally binding agreement between Dtect Vision Ltd., an Israeli company ("**Dtect**", "**we**", "**us**", or "**our**", as applicable) and the entity or individual accepting these Terms ("**Customer**" or "**you**", as applicable). These Terms govern all access to and use of the Platform (as defined below), as well as access to and use of "CLAIM GUARD" website, at [URL] (the "**Website**").
- PLEASE READ THESE TERMS OF SERVICE CAREFULLY. By clicking "I Agree," signing an Order Form that incorporates these Terms, or otherwise accessing or using the Platform or the Website, the Customer, and each individual who accesses or uses the Platform on the Customer's behalf, agrees to be bound by these Terms in their entirety, together with any policies, agreements, and other documents expressly incorporated herein by reference, each as applicable. If the Customer is an organization or legal entity, the individual accepting these Terms on its behalf represents and warrants that they have the full authority to bind such entity. You further represent and warrant that you are at least eighteen (18) years old and otherwise legally competent to enter into these Terms. If you do not agree to these Terms, you must not access or use the Platform or the Website.

- By accepting these Terms electronically, the Customer acknowledges and agrees that such electronic acceptance shall have the same force and effect as an original handwritten signature, and that, to the maximum extent permitted under applicable law, any applicable legal requirement that these Terms or any related records be in writing, signed, or retained in non-electronic form is satisfied through electronic means.
- Where a separate written agreement (including a signed order form or enterprise agreement) has been executed between Dtect and the Customer, that agreement shall govern to the extent of any conflict with these Terms.

2. DEFINITIONS

As used in these Terms, and in addition to any other terms defined herein:

- **"Aggregate Data"** means data derived from Customer Data and Usage Data that has been anonymized and aggregated such that it cannot reasonably be attributed to, or used to identify, any individual, claim, policyholder, claimant, or Customer.
- **"Authorized Users"** means individuals (including employees, contractors, and agents) who are authorized by the Customer to access the Platform under the Customer's account.
- **"Customer Data"** means all data, content, and information submitted, uploaded, transmitted, or otherwise made available to the Platform by or on behalf of the Customer or its Authorized Users, including claim materials, images, videos, audio, documents, metadata, claim identifiers, investigative inputs, and related evidence or case information, but excluding Usage Data, Aggregate Data, and any Output except to the extent incorporated into Customer-submitted content.
- **"Documentation"** means any technical specifications, user guides, or help materials made available by Dtect in connection with the Platform.
- **"Intellectual Property Rights"** means all patents, copyrights, trademarks, trade secrets, database rights, and any other proprietary or intellectual property rights, whether registered or unregistered, anywhere in the world.

- **"Order Form"** means a written or electronic ordering document specifying the subscription tier, number of Authorized Users, fees, and other commercial terms, executed by or on behalf of the Customer.
- **"Output"** means any authenticity assessment, manipulation indicator, risk score, recommendation, alert, report, visualization, evidentiary signal, or other result generated by the Platform.
- **"Services"** means the SaaS-based services made available through the Platform, as further described in Section 3 below, and including any implementation services required to onboard the Platform.
- **"Subscription Term"** means the period during which the Customer is authorized to access and use the Platform, as set out in the applicable Order Form or, in the absence of an Order Form, for as long as the Customer's account remains active, as determined by Dtect in its sole discretion.
- **"Usage Data"** means technical data and metadata relating to the Customer's and Authorized Users' access to and use of the Platform (including log data, performance data, and feature usage patterns).
- **"Third-Party Components"** means any third-party software, services, content, integrations, APIs, platforms, tools, or other components that are provided by parties other than Dtect and that interoperate, connect, or are used in connection with the Platform.

3. PLATFORM

- **Description.** Dtect provides Claim Guard, an enterprise digital evidence forensics and fraud-detection platform that, among other things, (i) ingests claim-related digital evidence and related materials submitted by or on behalf of the Customer; (ii) analyzes such materials using proprietary analytical pipelines, including media forensics, cross-source correlation, and open-source intelligence techniques; (iii) assesses the authenticity, integrity, provenance, consistency, and potential manipulation of such materials; and (iv) surfaces investigation findings, alerts, scores, and operational insights through reports, dashboards, APIs, and related workflows (together with any related software,

services, and documentation, the "**Platform**"). The Platform is provided on a SaaS basis. However, Dtect may offer alternative deployment options, to the extent expressly agreed in an applicable Order Form or separate written deployment, implementation, or enterprise agreement, which may set out additional technical, access, configuration, or environment-specific terms.

- **Pilots and Free Access.** Dtect may, at its sole discretion, offer access to the Platform or certain features on a pilot, trial, or free basis for a defined period as specified in the applicable Order Form (the "**Pilot Period**"). Where access is designated as pilot or free access in the Order Form: (1) no Fees shall apply except as expressly set out in the Order Form; and (2) the Platform is provided "AS IS" and no warranty, support or service availability obligations of Dtect shall apply. If following the Pilot Period, the parties have agreed to a subsequent paid subscription in the Order Form, these Terms shall continue in effect for that subscription term upon its commencement. Dtect may terminate or modify pilot access at any time without notice, obligation, or liability of any kind.
- **Scope Limitations.** The Platform is a software tool only. Dtect does not provide legal advice, claims adjustment services, insurance coverage determinations, regulatory advice, professional investigation services, or other professional services. Any reliance on Outputs for claim, fraud, legal, regulatory, underwriting, customer, or operational decisions is at the Customer's sole risk.

4. ACCOUNT REGISTRATION AND AUTHORIZED USERS

- **Registration.** To access the Platform, the Customer must create an account and provide accurate, current, and complete registration information. The Customer is responsible for maintaining the accuracy of this information and must promptly update it upon any change.
- **Account Security.** The Customer is solely responsible for maintaining the security and confidentiality of its account credentials and for all activity occurring under its account, whether or not authorized. Login credentials are personal to the individual Authorized User to whom they are assigned and may not be shared, disclosed, or used by more than one individual at a time. The

Customer must promptly notify Dtect of any actual or suspected unauthorized access to or use of its account or any compromise of account credentials.

- **Authorized Users.** The Customer may grant access to Authorized Users only up to the number, scope, and type of subscriptions, seats, usage limits, and other account parameters specified in the applicable Order Form or account configuration. The Customer is responsible for ensuring that all Authorized Users comply with these Terms. Any act or omission by an Authorized User in connection with the Platform shall be deemed an act or omission by the Customer. The Customer shall not permit any person other than an Authorized User to access or use the Platform and shall not exceed the licensed scope of use purchased from Dtect.
- **Individual Users.** Where a Customer is an individual accessing the Platform in their own right (rather than on behalf of an organization), that individual is simultaneously the Customer and an Authorized User for all purposes under these Terms.
- **User Acceptance.** Dtect may require each Authorized User to independently accept these Terms prior to accessing the Platform. The Customer shall not permit any Authorized User to access the Platform without such acceptance having been obtained.
- **Customer Systems and Third-Party Components.** The Customer is solely responsible, at its own cost, for procuring, maintaining, and ensuring the compatibility of all systems, devices, networks, internet connectivity, browsers, and other hardware or software required to access and use the Platform, including any claims systems, document repositories, media storage environments, and internal investigation tools used in connection with the Platform. To the extent the Customer elects to use any Third-Party Components in connection with the Platform, such Third-Party Components are governed by the applicable third-party terms, and Dtect shall have no responsibility or liability for such Third-Party Components except to the extent expressly stated in these Terms or the applicable Order Form.

5. LICENSE AND ACCESS

- License Grant. Subject to the Customer's compliance with these Terms, any applicable Documentation, the usage limits and subscription scope set forth in the applicable Order Form or account configuration, and payment of all applicable fees, Dtect grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Subscription Term to access and use the Platform solely for the Customer's internal business purposes and in accordance with these Terms and any applicable Documentation.
- Restrictions. The Customer shall not, and shall ensure that its Authorized Users do not, directly or indirectly:
 - copy, modify, adapt, translate, or create derivative works of the Platform or any component thereof;
 - reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, underlying algorithms, or data models of the Platform;
 - sublicense, sell, resell, transfer, assign, or otherwise make the Platform available to any third party, except as expressly permitted under these Terms;
 - access the Platform for the purpose of building a competitive product or service, or benchmarking it for publication without Dtect's prior written consent;
 - use the Platform in violation of any applicable law or regulation, or in a manner that infringes the rights of any third party;
 - remove, obscure, or alter any proprietary notices, labels, or marks on the Platform;
 - use automated scripts, bots, or other means to access, scrape, or interact with the Platform in a manner not permitted by Dtect;
 - use the Platform to process data relating to individuals without having obtained all necessary authorizations, consents, and notifications required under applicable law;
 - attempt to gain unauthorized access to the Platform or any related systems, networks, accounts, or data, including through hacking, password mining, credential misuse, penetration attempts, or any other unauthorized means;

- interfere with, disrupt, degrade, overburden, compromise, or attempt to compromise the integrity, security, performance, or proper operation of the Platform or related infrastructure, including by transmitting or introducing any virus, worm, Trojan horse, malicious code, disabling mechanism, or other harmful or disruptive code or material, or by attempting to introduce vulnerabilities into the Platform;
- bypass, disable, defeat, avoid, or otherwise circumvent any usage limits, seat restrictions, access controls, authentication measures, license controls, security protections, or other technical or contractual restrictions of the Platform, or access or use the Platform after the applicable Subscription Term has expired or been terminated or while the Customer's or any Authorized User's access is suspended;
- use the Platform or any Output as the sole basis for any fully automated adverse decision concerning a claimant, insured, policyholder, customer, employee, or other individual, including any denial, non-payment, fraud determination, escalation, limitation of rights, or similar materially adverse action, without appropriate human review and any other safeguards required under applicable law, regulation, or internal policy; or
- use the Platform, any Output, Documentation, or other materials made available by Dtect to train, fine-tune, validate, benchmark, or otherwise develop any competing product, service, model, or algorithm, or to permit any third party to do so.
- **Reservation of Rights.** No rights are granted other than those expressly set out in Section 5.1. All rights in and to the Platform not expressly granted are expressly reserved by Dtect.
- **Suspension.** Dtect may suspend, disable, or limit the Customer's or any Authorized User's access to the Platform, in whole or in part, upon notice, or without prior notice where reasonably necessary, if: (i) any fees are overdue; (ii) the Customer exceeds applicable seat, usage, or subscription limits; (iii) Dtect reasonably believes that the Customer's or an Authorized User's use of the Platform breaches these Terms or poses a security risk to the Platform or any third party; or (iv) suspension is required to prevent unauthorized access, harm,

or liability, or to comply with applicable law or a binding order of a governmental authority. Suspension shall not limit any other rights or remedies available to Dtect under these Terms or applicable law.

6. CUSTOMER RESPONSIBILITIES

- General. The Customer is solely responsible for: (i) its and its Authorized Users' use of the Platform; (ii) the quality, legality, accuracy, completeness, and appropriateness of all Customer Data submitted to the Platform; (iii) ensuring that all Customer Data submitted to the Platform has been lawfully obtained and may be processed by Dtect as contemplated under these Terms; (iv) determining whether the Platform and any Output are appropriate for the Customer's intended claim-handling, fraud detection, investigation, escalation, customer support, or operational purposes; and (v) all decisions, actions, and omissions taken based on or in reliance upon any Output.
- Rights, Notices, and Consents. The Customer acknowledges that the Platform processes claim-related information and digital evidence that may include personal data and may generate claim-level, media-level, or user-level indicators, findings, and risk assessments. The Customer is solely responsible for ensuring that all required notices, disclosures, consents, authorizations, policy terms, claimant communications, employee notices, works council consultations, or other permissions required under applicable insurance, privacy, consumer protection, employment, AI, surveillance, evidence, and other applicable laws have been obtained or provided prior to submitting Customer Data to the Platform, connecting any system or data source to the Platform, or using any Output in connection with claims, investigations, or customer-facing decisions. The Customer shall maintain accurate and complete records evidencing such notices, disclosures, consents, consultations, permissions, and other authorizations for at least as long as required under applicable law. Dtect shall bear no responsibility whatsoever for the Customer's failure to comply with this obligation. The Customer is solely responsible for determining whether any additional human review, escalation, governance measures, approvals, or use restrictions are required under applicable law,

regulation, industry standards, contractual obligations, or internal policies in connection with its use of the Platform or any Output.

- Configuration. The Customer is responsible for properly configuring its account, integrating the Platform with its systems, and managing access controls for its Authorized Users.

7. DATA AND PRIVACY

- Privacy Policy. The collection and use of personal data by Dtect in connection with the Platform and the Website are governed by Dtect's Privacy Policy, available at [URL] and incorporated into these Terms by reference (the "**Privacy Policy**"). In the event of conflict between the Privacy Policy and these Terms with respect to personal data processing, the Privacy Policy shall prevail.
- Customer Data. As between the parties, the Customer retains ownership of Customer Data. The Customer grants Dtect a worldwide, royalty-free, non-exclusive license to access, process, store, transmit, reproduce, analyze, and otherwise use Customer Data, including through third-party service providers and sub-processors engaged by Dtect, solely as necessary to provide, maintain, support, secure, and improve the Services and related functionalities during the Subscription Term and to enforce these Terms, comply with applicable law, and prevent fraud, misuse, or security issues.
- Aggregate Data. Dtect may generate Aggregate Data from Customer Data and Usage Data and may use Aggregate Data freely, including for product development, model improvement, benchmarking, research, analytics, fraud pattern analysis, and commercial purposes.
- Usage Data. Dtect may collect and use Usage Data for any legitimate business purpose, including operating, securing, monitoring, supporting, and improving the Platform.
- Dtect shall have no obligation to archive, retain, or maintain backup copies of Customer Data except as expressly required under the applicable Order Form, Documentation, or the Privacy Policy. The Customer is solely responsible for maintaining any backup copies of Customer Data it requires.

8. INTELLECTUAL PROPERTY

- **Dtect IP.** As between the parties, Dtect exclusively owns all right, title, and interest in and to the Platform, the Website, the Services, all underlying software, algorithms, models, pipelines, interfaces, Documentation, and all Intellectual Property Rights therein, as well as all methodologies, know-how, generic templates, structural elements, and other technology used to generate Outputs. Nothing in these Terms transfers any ownership interest in any of the foregoing to the Customer or any other individual or entity on its behalf (including any Authorized User).
- **Feedback.** If the Customer or any Authorized User provides Dtect with suggestions, comments, enhancement requests, or other feedback regarding the Platform or the Website ("**Feedback**"), the Customer or the Authorized User, as applicable, hereby assigns to Dtect all right, title, and interest in and to such Feedback without restriction, and Dtect may use it freely without attribution or compensation.
- **Outputs.** Subject to the Customer's compliance with these Terms, Outputs are made available to the Customer on a non-exclusive, non-transferable, non-sublicensable basis during the Subscription Term solely for the Customer's internal business purposes. As between the parties, the Customer may use, reproduce, and internally distribute Outputs generated for the Customer through its permitted use of the Services, solely in connection with its internal claims review, fraud detection, investigation, audit, risk, compliance, and related operational activities, subject to Dtect's ownership of the Platform and underlying technology as set out in Section 8.1.
- **No Implied Rights; Trademarks.** Except for the limited rights expressly granted under these Terms, no license, right, title, or interest in or to the Platform, the Website, the Services, the Documentation, the Outputs, or any Intellectual Property Rights therein is granted to the Customer or any Authorized User, whether by implication, estoppel, exhaustion, or otherwise. All trademarks, service marks, trade names, logos, and branding used in connection with the Platform, the Website, or the Services are the property of Dtect or its licensors, and the Customer shall not use any of them without Dtect's prior written

consent, except solely as necessary to identify Dtect as the provider of the Services in a truthful and non-misleading manner.

9. CONFIDENTIALITY

- Confidential Information. Each party may disclose to the other information that is designated as confidential or that a reasonable party would understand to be confidential given the nature of the information and circumstances of disclosure ("**Confidential Information**"). Dtect's Confidential Information includes the Platform, its architecture, algorithms, pricing, and any non-public technical or business information.
- Obligations. Each party agrees to: (i) hold the other's Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information (but no less than reasonable care); (ii) not disclose it to any third party without the disclosing party's prior written consent; and (iii) use it solely to exercise rights or fulfill obligations under these Terms.
Notwithstanding the foregoing, Dtect may disclose the Customer's Confidential Information as required to exercise rights or fulfill obligations under these Terms, including as reasonably necessary to provide, maintain, support, secure, and improve the Platform and the Services in accordance with these Terms.
- Exceptions. Confidentiality obligations do not apply to information that: (i) is or becomes publicly available through no breach by the receiving party; (ii) was rightfully known to the receiving party prior to disclosure without restriction; (iii) is rightfully received from a third party without restriction; or (iv) is independently developed by the receiving party without use of the Confidential Information.
- Compelled Disclosure. A party may disclose Confidential Information to the extent required by law or court order, provided it gives the other party prompt written notice (to the extent legally permitted) and reasonably cooperates with any effort to seek confidential treatment, a protective order, or other appropriate relief.
- Duration. Confidentiality obligations shall survive termination of these Terms or expiration or termination of the Subscription Term for a period of five (5) years,

except with respect to obligations with respect to trade secrets which shall remain in effect for as long as such information qualifies as a trade secret under applicable law.

10. DISCLAIMER OF WARRANTIES

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, THE WEBSITE, THE SERVICES, THE OUTPUTS, AND ALL RELATED CONTENT, DOCUMENTATION, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DTECT EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AVAILABILITY, SECURITY, COMPATIBILITY, AND THAT THE PLATFORM OR ANY OUTPUTS WILL MEET THE CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DTECT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. WITHOUT LIMITING THE FOREGOING, DTECT DOES NOT WARRANT THAT THE PLATFORM WILL DETECT ALL FRAUD, MANIPULATION, INAUTHENTICITY, REUSE, OR OTHER IRREGULARITIES IN DIGITAL EVIDENCE OR THAT ANY OUTPUT WILL BE SUFFICIENT TO SUPPORT ANY CLAIM DECISION, DENIAL, PAYMENT, RECOVERY, LITIGATION POSITION, OR REGULATORY CONCLUSION.
- Without limiting the foregoing, Dtect does not warrant that the Platform or the Services will operate without interruption, be error-free, be free of harmful code, be compatible with any particular browser, device, operating system, file type, claims environment, or third-party system, or that any defects or vulnerabilities will be detected or corrected. Dtect does not warrant the accuracy, completeness, usefulness, reliability, appropriateness, admissibility, fitness, or legality of any Output for any particular claim decision, fraud determination, legal proceeding, regulatory purpose, customer communication, or evidentiary use. Outputs are generated algorithmically and are provided for informational and decision-support purposes only, and may be incomplete, inaccurate, outdated, biased, or otherwise unsuitable for the Customer's

intended use. Without limiting the foregoing, certain Outputs may incorporate or rely upon data, content, signals, or availability from Third-Party Components or public or third-party sources, including open-source or publicly accessible online sources, none of which are under Dtect's control, and Dtect disclaims any responsibility for the accuracy, completeness, legality, continued availability, or fitness of such third-party or public-source materials.

- The Customer is solely responsible for evaluating, verifying, and determining whether and how to use any Output, including in connection with claims handling, fraud review, customer support, reimbursement, denial, escalation, litigation, compliance, or other business decisions, and for conducting appropriate human review before relying on or sharing any Output. Dtect does not provide legal, insurance, claims adjustment, investigative, regulatory, or other professional advice or services, and no Output or other information provided through the Platform shall be construed as such. Dtect does not warrant that use of the Platform will result in reduced fraud losses, improved claim outcomes, faster handling times, recoveries, cost savings, or any particular business, operational, or personnel outcome, and expressly disclaims all liability for decisions made by the Customer, its personnel, service providers, or any third party based on Outputs.
- Dtect may update, modify, or discontinue features or functionality of the Platform from time to time as part of maintenance, improvement, or operational changes. While Dtect seeks to maintain availability of the Platform, access may be interrupted, delayed, or degraded from time to time, including due to scheduled maintenance, updates, emergency repairs, failures of third-party systems, internet or telecommunications outages, or other causes beyond Dtect's reasonable control.

11. FEES AND PAYMENT

- Fees. Access to the Platform may be provided free of charge or subject to fees, as set out in the applicable Order Form ("**Fees**"). All Fees are quoted in US Dollars unless otherwise stated in the Order Form.

- **Payment Terms.** Unless otherwise specified in the applicable Order Form, Fees are due and payable in advance at the start of each billing period in the manner specified by Dtect.
- **Auto-Renewal.** Unless otherwise specified in the applicable Order Form, each Subscription Term shall automatically renew for successive renewal terms equal in length to the expiring Subscription Term unless either party gives the other written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. Fees for any renewal term shall be charged at Dtect's then-current rates, unless otherwise agreed in the applicable Order Form.
- **Price Changes.** Dtect may modify its Fees for any renewal term upon at least thirty (30) days' prior written notice to the Customer. Any such change shall take effect at the start of the next renewal term unless otherwise expressly stated in the notice or agreed in writing between the parties.
- **Late Payment.** Amounts not paid by the due date will bear interest at the rate of 1.5% per month (or the maximum rate permitted by applicable law, if lower) from the due date until the date of actual payment. Dtect reserves the right to suspend access to the Platform in respect of any account with overdue amounts, upon written notice to the Customer, and to exercise any other rights or remedies available under these Terms or applicable law.
- **Taxes.** All Fees are exclusive of any applicable value-added tax (VAT), withholding taxes, or similar levies. The Customer is responsible for all such taxes except those imposed on Dtect's net income. If the Customer is required by applicable law to withhold any taxes from payments to Dtect, the Customer shall promptly notify Dtect and shall cooperate in good faith with Dtect to obtain any available reduction or exemption. To the extent withholding is required and cannot be reduced or eliminated, the Customer shall gross up the relevant payment so that Dtect receives the full amount that it would have received absent such withholding.
- **No Refunds.** Except as expressly set forth in Sections 12.3(ii) and 14.3 or in the applicable Order Form, and subject to any mandatory rights under applicable law, all Fees paid are non-refundable, including in cases of early termination by

the Customer, partial use, non-use, or dissatisfaction with the Platform or Services.

- **Billing Disputes.** If the Customer believes it has been billed incorrectly, it must notify Dtect in writing no later than thirty (30) days after the date of the invoice or charge in question, specifying the basis for the dispute in reasonable detail. Failure to notify within this period shall constitute the Customer's acceptance of the charge as billed. Billing inquiries should be directed to Dtect's support contact as notified from time to time.

12. TERM AND TERMINATION

- **Term.** These Terms come into effect on the date of acceptance and remain in force for as long as the Customer maintains an active account or otherwise accesses or uses the Platform, unless earlier terminated in accordance with these Terms. Any specific access period, pilot duration, or commercial Subscription Term agreed between the parties shall be set out in the applicable Order Form.
- **Termination for Cause.** Either party may terminate these Terms immediately upon written notice if: (i) the other party materially breaches these Terms and fails to cure such breach within fourteen (14) days after receiving written notice thereof; or (ii) the other party becomes insolvent, makes an assignment for the benefit of creditors, or is subject to the commencement of insolvency or liquidation proceedings.
- **Dtect's Right to Suspend or Terminate.** Dtect may, at its sole discretion: (i) suspend the Customer's or any Authorized User's access to the Platform immediately and without notice if Dtect reasonably believes there has been a breach of these Terms, misuse of the Platform, or a risk to the Platform, Dtect, or any third party; or (ii) terminate these Terms upon written notice if required for legal, regulatory, security, or compliance reasons, or in connection with a discontinuation of the Platform under Section 14.3. Where Fees have been prepaid and termination under clause (ii) is not due to the Customer's breach, Dtect shall refund any prepaid Fees attributable to the unused portion of the applicable Subscription Term.

- **Termination of Pilot or Free Access.** Any pilot, trial, or free access may be terminated by Dtect at any time without notice, obligation, or liability of any kind.
- **Effect of Termination.** Upon termination: (i) all licenses granted by Dtect under these Terms shall immediately cease; (ii) each party shall promptly cease using the other's Confidential Information, subject to any continued rights and obligations expressly set out in these Terms; and (iii) the Customer shall lose access to the Platform and to any Outputs or Customer Data hosted therein, subject to Section 13.
- **Survival.** Upon any expiration or termination of these Terms or the Subscription Term, any provision of these Terms that by its nature is intended to survive such expiration or termination shall so survive, including, without limitation, provisions relating to accrued payment obligations, payment defaults, license restrictions, Customer responsibilities, rights and licenses in Customer Data, Usage Data and Aggregate Data, intellectual property, confidentiality, disclaimers, limitations of liability, indemnification, data export and deletion, governing law, jurisdiction, and any other rights, remedies, or obligations that are intended to apply following expiration or termination.

13. DATA UPON TERMINATION

- **Export.** Following termination, and without derogating from Section 7.5, the Customer may request, within thirty (30) days after the effective date of termination, an export of its Customer Data then remaining in Dtect's systems, in such standard format as Dtect makes available. During such thirty (30)-day period, the Customer will not have direct access to the Platform unless otherwise agreed by Dtect in writing, and Dtect will use commercially reasonable efforts to facilitate such export.
- **Deletion.** Following the thirty (30)-day export window (or earlier upon the Customer's written request), Dtect will delete or anonymize Customer Data in accordance with its then-current data retention practices and applicable law, except to the extent retention is required or permitted by law or regulation, reasonably necessary to investigate violations of these Terms, protect the

security or integrity of the Platform, preserve evidence, enforce Dtect's rights, or comply with a request or order of a judicial, administrative, regulatory, or governmental authority. Aggregate Data and Usage Data may be retained and used in accordance with these Terms. Dtect shall have no further obligation to maintain or provide access to Customer Data thereafter.

14. SERVICE AVAILABILITY AND MODIFICATIONS

- **Availability.** Dtect will use commercially reasonable efforts to make the Platform available on a continuous basis but does not guarantee any specific level of uptime or availability. The Platform may be unavailable during scheduled or emergency maintenance, or due to causes outside Dtect's reasonable control. Where reasonably practicable, Dtect will provide advance notice of scheduled maintenance expected to materially affect availability.
- **Modifications.** Dtect reserves the right to modify, update, add, or remove features and functionality of the Platform at any time. Dtect will endeavor to provide reasonable advance notice of material changes that adversely affect existing functionality, but is not obligated to do so.
- **Discontinuation.** Dtect may discontinue the Platform in its entirety upon thirty (30) days' written notice to the Customer. In such event, Dtect may terminate these Terms as of the effective date of such discontinuation, and Dtect shall refund any prepaid Fees for the unused portion of the applicable Subscription Term following such discontinuation.
- **Support.** Unless otherwise expressly set out in the applicable Order Form, Dtect will provide technical support for the Platform in accordance with its then-current standard support practices and through such support channels as Dtect may designate from time to time. Dtect will use commercially reasonable efforts to respond to support requests within a reasonable time during its normal business hours, but does not commit to any specific response or resolution times except as may be expressly agreed in writing.

15. LIMITATION OF LIABILITY

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DTECT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PLATFORM, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF DTECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DTECT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY THE CUSTOMER TO DTECT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF NO FEES HAVE BEEN PAID (INCLUDING IN PILOT OR FREE ACCESS SCENARIOS), ONE THOUSAND US DOLLARS (USD 1,000).
- The parties acknowledge that the limitations of liability in this Section 15 reflect a reasonable allocation of risk and form an essential basis of the transaction between the parties, without which Dtect would not have provided the Platform.

16. INDEMNIFICATION

- Customer Indemnification. The Customer shall indemnify, defend, and hold harmless Dtect and its officers, directors, employees, and affiliates from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) the Customer's or any Authorized User's use or misuse of the Platform in breach of these Terms or any other breach of these Terms or any Order Form; (ii) Customer Data, including any claim that Customer Data infringes any third-party right, violates applicable law, or was collected, submitted, or processed without all required rights, notices, consents, or authorizations; (iii) the Customer's failure to obtain required claimant, policyholder, employee, or Authorized User notices, consents, disclosures, consultations, or other

authorizations under any contract or applicable law; (iv) the Customer's failure to comply with applicable laws or regulations in connection with its use of the Platform or any Output; or (v) any decision, action, or omission by the Customer or its personnel based on any Output.

- **Dtect Indemnification.** Subject to the Limitation of Liability set forth in Section 15 above, Dtect shall indemnify, defend, and hold harmless the Customer from and against any third-party claims that the Platform, as made available by Dtect under these Terms, infringes any third-party Intellectual Property Right. This obligation shall not apply to the extent that any claim arises from: (i) Customer Data; (ii) any modification of the Platform by the Customer or any third party acting on its behalf; (iii) use of the Platform in combination with products, services, data, or materials not provided by Dtect; (iv) the Customer's breach of these Terms; (v) any data, content, signals, or materials derived from public, open-source, or third-party online sources that are incorporated into, processed by, or surfaced through the Platform or any Output, including any open-source intelligence, publicly accessible media, or web-sourced content; or (vi) any data or materials submitted, uploaded, or otherwise provided to the Platform by any third party other than Dtect.
- **Procedure.** The indemnified party shall: (i) promptly notify the indemnifying party in writing of any claim; (ii) give the indemnifying party sole control of the defense of the claim and, subject to the following sentence, settlement of the claim; and (iii) provide reasonable cooperation at the indemnifying party's expense. The indemnifying party shall not settle any claim without the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed, if such settlement admits fault or wrongdoing by the indemnified party, imposes any liability or obligation on the indemnified party, or does not fully and unconditionally release the indemnified party from all liability in respect of such claim. The indemnified party may participate in the defense of the claim with its own counsel at its own expense.

17. PROFESSIONAL SERVICES

- **Scope.** From time to time, the Customer may request, and Dtect may agree in writing to provide, professional services beyond standard Platform access, including deployment and integration services, custom investigation reports, tailored analytics, platform training, configuration assistance, consulting, or other non-standard services (collectively, "**Professional Services**"), as expressly set out in an applicable Order Form. Dtect shall have no obligation to provide any Professional Services unless and to the extent agreed in a signed Order Form. Unless otherwise specified in the applicable Order Form, Professional Services shall be provided on a time-and-materials or fixed-fee basis, and Dtect shall perform them in a professional and workmanlike manner using personnel with appropriate skills and experience. Where the parties have entered into a separate written deployment, implementation, or enterprise agreement governing any Professional Services, such agreement shall govern to the extent of any conflict with this Section 17.
- **Deliverables.** Any reports, analyses, work product, or other materials created by Dtect in connection with Professional Services ("**Deliverables**") may incorporate or rely on information derived from Customer Data, open-source intelligence, publicly available online data, or other third-party sources, which may be incomplete, inaccurate, modified, or unavailable. Deliverables are provided for informational and decision-support purposes only and shall not be relied upon as the sole basis for any operational, investigative, claims-related, legal, or other decision.
- **Intellectual Property.** Except for Customer Data and the Customer's Confidential Information incorporated into a Deliverable, all Deliverables, materials, methodologies, know-how, and Intellectual Property Rights created, developed, or used by Dtect in connection with the Professional Services shall be and remain the exclusive property of Dtect. Subject to the Customer's payment of all applicable Fees, Dtect grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use such Deliverables solely for the Customer's internal business purposes and in accordance with these Terms.
- **Customer Dependencies.** Dtect's performance of Professional Services may depend on the Customer's timely cooperation, provision of accurate information and materials, and access to relevant personnel and systems. Dtect shall not be

responsible for any delay or deficiency in Professional Services caused by the Customer's failure to fulfill its responsibilities in this regard. Where Professional Services include deployment or integration activities, the Customer is solely responsible for its own infrastructure, network environment, security configurations, and third-party systems. The Customer shall provide Dtect with timely access to the personnel, systems, credentials, and documentation reasonably required to perform such activities. Dtect shall not be liable for any failure, delay, data loss, security incident, or other adverse outcome arising from deficiencies in the Customer's environment or from the Customer's failure to comply with Dtect's reasonable technical requirements.

- **No Additional Warranties.** Professional Services and Deliverables are provided "AS IS" and without any warranty except as expressly stated in these Terms. Dtect does not warrant that any Deliverable will be accurate, complete, fit for any particular purpose, or achieve any specific result.
- **Applicability of Other Terms.** The provisions of these Terms apply to Professional Services and Deliverables, *mutatis mutandis*, to the same extent as they apply to the Platform and Services generally.

18. GOVERNING LAW AND DISPUTES

- **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of laws principles.
- **Jurisdiction.** The parties irrevocably submit to the exclusive jurisdiction of the competent courts of Tel Aviv-Yafo, Israel for the resolution of any dispute arising out of or in connection with these Terms or any Order Form, and each party irrevocably waives any objection to such jurisdiction or venue, including on the grounds of inconvenient forum. Notwithstanding the foregoing, Dtect may seek interim, injunctive, or equitable relief in any court of competent jurisdiction.

19. WEBSITE

- These Terms also govern access to and use of the Website. The Website is made available for informational purposes only, and content published on it, including product descriptions, feature overviews, use cases, benchmarks, case studies, and marketing materials (to the extent actually published therein), does not constitute legal, insurance, claims handling, investigative, or other professional advice and may not reflect the current state of the Platform. All content on the Website is the exclusive property of Dtect or its licensors and is protected by applicable Intellectual Property Rights; it may not be reproduced, distributed, modified, scraped, crawled, or otherwise accessed or used by automated means without Dtect's prior written consent. Links to third-party websites are provided for convenience only, and Dtect does not endorse or assume responsibility for any linked site or its content. The Website is provided "AS IS" without any warranties, and Dtect shall not be liable for any loss or damage arising from access to or use of it. The disclaimers and limitations of liability in these Terms apply equally to the Website.

20. CHANGES TO THESE TERMS

- Dtect reserves the right to update, change, or amend these Terms from time to time by posting an updated version on the Website or notifying the Customer by email. Unless otherwise stated in the notice, changes shall take effect thirty (30) days following notification; provided, however, that changes required by applicable law, relating to new features or functionality, or reasonably necessary for security, compliance, or abuse prevention purposes may take effect immediately or as otherwise stated in the notice. The Customer's continued use of the Platform or the Website after the effective date of any changes constitutes acceptance of the updated Terms. If the Customer does not accept any such changes, its sole remedy is to cease using the Platform and, if applicable, elect non-renewal of the Subscription Term.

21. GENERAL PROVISIONS

- Entire Agreement; Order of Precedence. These Terms, together with any applicable Order Form and the Privacy Policy, each as may be applicable and incorporated by reference herein or therein, constitute the entire agreement between the parties with respect to the Platform and supersede all prior and contemporaneous understandings, representations, and agreements relating to the subject matter hereof. In the event of a conflict, the order of precedence shall be: (i) the applicable Order Form; (ii) these Terms; and (iii) the Privacy Policy. Any product descriptions, presentations, one-pagers, demonstrations, pilot summaries, proposals, or similar pre-contractual materials relating to Claim Guard are for general informational purposes only and shall not modify these Terms unless expressly incorporated into an Order Form or other signed written agreement between the parties.
- Severability. If any provision of these Terms 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 remainder of these Terms shall continue in full force and effect.
- Waiver. No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- Assignment. The Customer may not assign or transfer these Terms or any of its rights or obligations under these Terms, whether by operation of law or otherwise, without Dtect's prior written consent. Dtect may assign or transfer these Terms, in whole or in part, without the Customer's consent, including to any affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity. Any purported assignment in violation of this Section shall be null and void.
- Relationship of Parties. The parties are independent contractors. Nothing in these Terms shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between them.
- Force Majeure. Dtect shall not be liable for any delay, interruption, or failure in performance resulting from causes beyond its reasonable control, including acts of God, war, terrorism, civil unrest, labor disputes, government action, embargoes, sanctions, utility failures, internet or telecommunications outages,

failures of hosting or other third-party service providers, cyberattacks, denial-of-service attacks, unauthorized access incidents, pandemics, epidemics, or natural disasters. The affected party shall use commercially reasonable efforts to mitigate the impact of the force majeure event.

- **Export Controls and Sanctions.** The Customer shall not access, use, export, re-export, transfer, or otherwise make available the Platform in violation of any applicable export control, sanctions, or import laws or regulations of the United States, Israel, the European Union, or any other applicable jurisdiction. The Customer represents and warrants that it is not, and is not owned or controlled by, any person or entity that is the subject or target of any applicable sanctions or designated on any applicable restricted-party list, and is not located, organized, or resident in any country or territory that is subject to comprehensive trade sanctions or embargoes, in each case to the extent such restrictions are applicable to the Platform or Dtect's provision thereof. The Customer is solely responsible for compliance with this Section, including by its Authorized Users and in connection with any Customer Data, destination, end user, and end use.
- **Notices.** All notices under these Terms shall be in writing and delivered to Dtect at its registered address (or such other address as Dtect may designate in writing) and to the Customer at the email or address associated with its account. Notices shall be deemed received: (i) immediately upon delivery if sent by email with confirmation of receipt; or (ii) three (3) business days after dispatch if sent by registered post.
- **Reference and Publicity.** The Customer agrees that Dtect may publicly identify the Customer as a customer and state that the Customer uses the Platform, including on Dtect's website, in customer lists, sales materials, and similar promotional materials, provided that Dtect does not disclose any of the Customer's Confidential Information.

