

## DREAMTEAM TERMS OF USE

THESE TERMS OF USE BETWEEN YOU AND YOUR AFFILIATES (COLLECTIVELY, “LICENSEE”) AND DREAMTEAM HR APPS LTD. (“LICENSOR” OR “COMPANY” OR “DREAMTEAM”) AND THE CORRESPONDING PURCHASE ORDER (AS MAY BE EXECUTED BETWEEN DREAMTEAM AND LICENSEE FROM TIME TO TIME) (COLLECTIVELY REFERRED TO AS THE “AGREEMENT”) GOVERN YOUR USE OF THE LICENSED SERVICES.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE LICENSED SERVICES, AND INDICATE YOUR ACCEPTANCE BY CHOOSING “I ACCEPT”. BY CHOOSING “I ACCEPT”, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THE TERMS OF THIS LICENSE AGREEMENT.

The date you accept this Agreement by choosing “I Accept” shall be the “Effective Date” of this Agreement. For the sake of clarity, these terms and conditions shall not apply to Licensees who have licensed the Licensed Services through, and signed an end user license agreement with, a reseller authorized by Licensor to resell subscriptions to the Licensed Services, so long as such end user license agreement complies substantially with the terms and conditions of this Agreement. In such cases, Licensee is granted its license in the Licensed Services by and through the reseller and not directly by Licensor.

This Agreement includes three (3) sections:

**Section I** applies for use of the DreamTeam Licensed Services free of charge for evaluation purposes only for a limited period of time.

**Section II** applies for use by Licensee after purchase of a license by Licensor to use the Licensed Services.

**Section III** applies to all grants of license. Definitions of capitalized terms used in this Agreement are set forth in Section 14 below.

### SECTION I – TERMS APPLICABLE TO GRANT OF PILOT

#### 1. Pilot

- 1.1. **Pilot License.** The Licensed Services may be offered to Licensee as part of a pilot for evaluation purpose only for such period as shall be agreed upon between Licensee and DreamTeam in writing (the “**Pilot Period**”). Subject to your compliance with the terms of this Agreement, DreamTeam hereby grants to Licensee (and Licensee’s Affiliates, as applicable), and Licensee accepts, a world-wide, nonexclusive, non-transferable, non-sub-licensable, limited right to access and use the Licensed Services for its internal operations, free of charge, solely for the purpose of evaluating whether to purchase a full subscription to the Licensed Services (the “**Pilot**”).
- 1.2. **Support Services.** Documentation or support may be provided at Company’s sole discretion for Pilot licenses pursuant to Sections 1.1. The Pilot license shall expire at the end of the Pilot Period. Licensee hereby acknowledges that DreamTeam reserves the right to terminate Licensee’s Pilot license at any time, with reasonable notice.
- 1.3. **Disclaimer of Warranty.** UNDER THE PILOT LICENSE, THE LICENSED SERVICES IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. SUBJECT TO THE REQUIREMENTS AND LIMITATIONS, IF ANY, OF APPLICABLE LAW, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION AND MERCHANTABILITY SHALL NOT APPLY. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED SERVICES IS UNDERTAKEN BY LICENSEE. LICENSEE’S SOLE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH THE LICENSED SERVICES IS TO STOP USING IT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

### SECTION II - TERMS APPLICABLE WHEN GRANTED A LICENSE

#### 2. Grant of License

- 2.1. **Right to Use the Licensed Services.** Subject to the terms and conditions of this Agreement (including payment in full of applicable fees), Company shall grant Licensee (and Licensee’s Affiliates, as applicable), a limited, revocable, personal, non-transferable, non-assignable (except as provided herein), non-exclusive, non-sublicensable license to access and use the Licensed Services, solely for internal business purposes. The license shall remain in effect during the annual subscription term specified in the Purchase Order, and if none such term is specified than the license shall remain in effect during the Term of this Agreement.

- 2.2. Purchase Orders. The terms and conditions of this Agreement shall apply to all orders for subscriptions to the Licensed Services, submitted to Licensee by Company and shall supersede any different or additional terms on either Company's or Licensee's purchase orders. Purchase orders shall be issued by Company to Licensee.
3. **Maintenance and Support; Service Level; Professional Services**
- 3.1. Maintenance and Support. Subject to payment of all applicable fees in accordance with the Purchase Order, the Company shall maintain and support the access, use and operation of the Licensed Services in accordance with the Service Level Agreement attached hereto as Exhibit A. Unless otherwise stated in the Purchase Order, the maintenance and support services shall be at no additional charge for Licensee.
- 3.2. Professional Services. Company may provide certain professional services, subject to the execution of a separate services agreement for the procurement of professional services, as mutually agreed upon between the parties.
4. **Fees and Payment**
- 4.1. General. As a condition for the rights granted under Section 2 and any additional services provided by Company under Section 3, Licensee shall pay Company the annual service fees set forth in the Licensee's Purchase Order signed between the Parties and any additional amounts agreed by the parties, as applicable, which shall be attached to this Agreement and integrated hereto by reference. Fees are non-refundable.
- 4.2. Payment Terms. Unless specified otherwise, (a) Licensee shall be invoiced for the fees upon execution of this Agreement, and (b) Payment is due and shall be made immediately after receipt of a duly issued invoice from the Company, or as otherwise stated in such invoice, and (c) all amount payable hereunder shall be paid in United States Dollars. All amounts not paid within fifteen (15) days of the due date shall bear interest at the rate of either one and a half percent (1.5%) per month, or at the highest rate allowed by law, whichever is less, from the date due.
- 4.3. Taxes. Prices are exclusive of all taxes of any nature. Licensee will duly pay all applicable taxes or will supply appropriate tax exemption certificates in a form satisfactory to Company. Licensee shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added, withholding or other taxes and fees, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, except for taxes based on Company's net income.
5. **Representations and Warranties; Disclaimers**
- 5.1. Mutual Representations. Each party represents and warrants that (i) it is duly organized and in good standing under the laws of the jurisdiction of its organization; (ii) it has all requisite power and authority (corporate or otherwise) to execute, deliver and perform its obligations under this Agreement; (iii) the execution and delivery of this Agreement and the fulfillment of the terms hereof will not constitute a default under or breach of any agreement or other instrument to which it is a party or by which it is bound; and (iv) it will comply at all times with all applicable laws, rules and regulations relevant to this Agreement and the use and access granted under Section 2.1 above.
- 5.2. Licensee Warranties. Licensee represents and warrants that Licensee will use the Licensed Services only in accordance with applicable law, shall not use the Licensed services to transmit or view (a) any information or material that is libelous, defamatory, obscene, racist or otherwise offensive, or (b) any information or material that infringes the intellectual property, moral, publicity or privacy rights of any third party. Licensee further represent and warrant that it has full authority to provide the Company with the information it requires including the personal data, and that the access and use of the Licensed Services will not violate any other contractual or other legal obligations which Licensee is subject to and which Company does not have knowledge of.
- 5.3. **Disclaimers**. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED SERVICES ARE PROVIDED WITHOUT ANY OTHER WARRANTY. COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INTERFERENCE, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OF THE LICENSED SERVICES REMAINS WITH LICENSEE. COMPANY DOES NOT WARRANT THAT THE ACCESS TO AND USE OF LICENSED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS ARE REPRODUCIBLE OR THAT ERRORS ARE REPAIRABLE AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF

THE USE OF THE LICENSED SERVICES INCLUDING WITHOUT LIMITATION IN TERMS OF THEIR CORRECTNESS, USEFULNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

6. **Indemnification.**

- 6.1. **Indemnification by Licensee.** Licensee shall defend, indemnify and hold harmless Company, its officers, directors, employees, affiliates and agents, from and against any and all claims, damages, losses, liabilities, costs and reasonable expenses (including but not limited to attorney's fees) arising from the Licensee's unauthorized use of the Licensed Services and/or breach of Licensee's warranties with respect to Personal Data.
- 6.2. **Indemnification by Company.** Company agrees to defend, indemnify and hold harmless Licensee from and against any claims, damages, losses, liabilities, costs and reasonable expenses (including but not limited to attorney's fees) arising directly from a third party actions or suits brought against Licensee, (i) alleging that the use of the Licensed Services by Licensee in accordance with this Agreement infringes Intellectual Property Rights of such third party; (ii) resulting from Company's breach of its data protection and security obligations under the data protection agreement ("DPA") attached hereto as **Exhibit B.**
- 6.3. **Indemnity Procedure.** As condition precedent for any obligation of indemnity, indemnified party shall (i) notify the indemnifying party promptly in writing of such indemnifiable claim; and (ii) grant indemnifying party sole control and authority to handle the defense or settlement of any such claim and provide indemnifying party with all reasonable information and assistance, at indemnifying party's expense. Indemnifying party will not be bound by any settlement that indemnified party enters into without indemnifying party's prior written consent, and Indemnifying party shall obtain indemnified party's prior consent with respect to any settlement that does not provide it with a full and general release or that requires it to admit fault or requires any payment.
- 6.4. THIS SECTION 6 STATES COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND THE LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

**SECTION III - TERMS APPLICABLE TO GRANT OF ALL LICENSES**

7. **Scope of License**

- 7.1. **Scope of Use.** As may be applicable, the Purchase Order or the pilot specifications provided on the Company's website will specify any usage limitations with respect to Licensee or Licensee's Authorized Users. Authorized Users shall receive a personal login and password which should be maintained securely by Licensee from unauthorized use. Licenses may not be shared. If Licensee wishes to add Authorized Users (in Licensee's company or in any of its Affiliates) it shall be required to purchase additional licenses for Authorized Users. Licensee shall not allow the use and access to the Licensed Services by third parties or anyone other than the Authorized Users. Licensee shall ensure that its and its Authorized Users comply with the terms of this Agreement and shall bear full responsibility for any act or omission by its Authorized Users.
- 7.2. **License Restrictions.** The Licensed Services shall be accessed in accordance with their intended purpose and as detailed in the DreamTeam website, the technical documentation of the Licensed Services as may be available from time to time. Except as expressly and unambiguously permitted by this Agreement, without Company's prior written consent, the Licensee may not, nor permit anyone else to, directly or indirectly: (i) grant access under its credentials or transfer Licensee's rights under this Agreement to a third party, (ii) copy, reproduce, create a derivative work or modify any part of the Licensed Services (iii) disclose, publish or otherwise make publicly available the results of any benchmarking of the Licensed Services, or use such results for competing software development activities; (iv) use or permit the Licensed Services to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, (v) attempt to decipher, decompile, disassemble, reverse engineer or reverse compile all or any portion of the Licensed Services, (vi) use or launch any automated system (including without limitation, "robots", "scrapers" and "spiders") to access the Licensed Services, including without limitation in order to extract for re-utilization of any parts of the Licensed Services, or perform any act that destabilizes, interrupts or encumbers the Licensed Services or its servers or use automatic means that enable sending more request messages to the servers of the Licensed Services, in a given period of time, than is reasonable in that time period, (vii) use or encourage, promote, facilitate or instruct others to use the Licensed Services for any unlawful, harmful, irresponsible, prohibited by this Agreement, or inappropriate purpose; (viii) and/or (ix) sell, license (or sub-license), lease, assign, transfer, pledge, or share Licensee's account credentials with or to any third party. Any right not explicitly granted to Licensee is reserved to Company or its licensors. The Licensee agrees to access the Licensed Services in a manner that complies with all applicable laws in the jurisdiction in which Licensee accesses the Licensed Services, including, but not limited to, applicable restrictions concerning

copyright and other Intellectual Property Rights and with Company's license metrics and work environment conditions. Company does not provide back-up, archive or recovery services.

## 8. **Intellectual Property Rights**

- 8.1. **Retention of Rights**. The Licensed Services are licensed and certain rights to access and use are granted. They are not sold. All right, title and interest in and to the Licensed Services, including any Feedback, new version releases, updates, enhancements, modifications, improvements, derivative works thereof, and all Intellectual Property Rights evidenced by or embodied in, attached, connected or related thereto, are and shall remain solely owned by Company, its affiliates, or their respective suppliers and licensors ("**Company IPR**"). Noting herein contained shall be construed as granting Licensee any right, title or interest in and to Company IPR. Licensee shall retain any and all right, title and interest in and to its Licensee Data. The provisions under this sub-Section 8.1 shall apply to Section I of this Agreement.
- 8.2. **Use of Aggregate Data**. Company shall be entitled to use any non-identified, aggregate, analytical or statistical data which is derived, created, or learned from Licensee Data during the use of the Licensed Services ("**Aggregate Data**") for any purpose, including the improvement the Licensed Services, provided that any such use does not identify the personal data of any data subject. Any disclosure or use of personal data which is required for the provision of the Licensed Services is subject to the Data Processing Agreement which is attached hereto as **Exhibit B**.
- 8.3. **Processing of Data**. The Parties hereby acknowledge and agree that Company shall process and use personal data provided as part of Licensee's Data which is required for the use of the Licensed Services, all for the purpose of providing the Licensed services, and any such processing shall be in accordance with the Data Processing Agreement which is attached hereto as **Exhibit B**. Company shall be considered the processor of such personnel data on behalf of Licensee who is and shall be the controller and owner of such personal data.

## 9. **Confidentiality**

- 9.1. Each party may have access to certain non-public and/or proprietary information of the other party (the "**Discloser**"), in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and to any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive ("**Confidential Information**"). Notwithstanding anything to the contrary, Company IPR is deemed as Company Confidential Information.
- 9.2. Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the Discloser's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the Discloser except as expressly permitted under this Agreement. All right, title and interest in and to Discloser's Confidential Information are and shall remain the sole and exclusive property of the Discloser.
- 9.3. Neither party shall have an obligation under this Agreement to maintain in confidence any information that it can demonstrate that (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the Discloser; (iii) receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of the Discloser's Confidential Information; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall make best effort to provide prompt notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

## 10. **Term and Termination**

- 10.1. **Agreement Term**. The term of this Agreement shall commence on either: (i) with respect to licenses granted under Section I, on the Effective Date and will continue thereafter for the Pilot Period stated in Section 1.1; (ii) with respect to the license granted under Section II, on the Effective Date and will continue thereafter for a period of one (1) year (the "**Subscription Term**" and together with the Pilot Term, the "**Term**"). At the end of the Term, the Agreement shall be renewed for additional one (1) year periods each, unless either party provides the other party with a notice of non-renewal thirty (30) days prior to then in effect Subscription Term.

- 10.2. **Termination for Breach.** A party may terminate this Agreement upon the other party's breach of any of the provisions hereof that is not cured within thirty (30) days after receiving notice of such breach. Breach of Sections 7 and 8 shall be deemed incurable breaches for which Company is entitled to terminate the Agreement immediately and without prior notice.
- 10.3. **Immediate Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that one or more of the following events occur(s): (a) appointment of a trustee or receiver for all or any part of the assets of the other party; (b) insolvency or bankruptcy of the other party; (c) a general assignment by the other party for the benefit of creditor(s); or (d) dissolution or liquidation of the other party.
- 10.4. **Effect of Termination.** Upon termination of this Agreement, (i) all licenses granted under Sections 1.12.1 above shall expire, and Licensee shall immediately discontinue any use of and access to the Licensed Services, (ii) Company shall cease providing services under Section 3, (iii) each party shall return any copies of Confidential Information to its Discloser; and (vi) unless terminated for Company's breach, all outstanding fees shall become immediately due and payable on the date of termination of the Agreement.
- 10.5. **Survival.** Those provisions of this Agreement which by their nature should survive the expiration or termination of this Agreement shall so survive its expiration or termination, including without limitation, Sections 4.2568910, 11, 12 and 13.
11. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT SHALL COMPANY OR ANY OF ITS EMPLOYEES, AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, LOST PROFITS OR GOODWILL, LOSS OF BUSINESS REVENUES, PROFITS OR SAVINGS, OR OTHER, ECONOMIC, PUNITIVE OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY RESULTING FROM THE USE OR INABILITY TO USE THE LICENSED SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY; AND (B) IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY RECEIVED BY COMPANY UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THE PRECEDING LIMITATIONS OF LIABILITY SHALL NOT APPLY WITH RESPECT TO WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY AND INTELLECTUAL PROPERTY OBLIGATIONS, AND OBLIGATIONS PURSUANT TO SECTION 6 (INDEMNIFICATION). NOTWITHSTANDING, OBLIGATIONS PURSUANT TO SECTION 6 (INDEMNIFICATION) SHALL BE LIMITED, IN THE AGGREGATE TO X10 THE TOTAL PAYMENTS ACTUALLY RECEIVED BY COMPANY UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION AROSE.
12. **Publicity.** Subject to approval of the other party in advance, both Company and Licensee may refer to the existence of a license agreement between them, including listing Company as a technology provider, or Licensee as a user of the technology, including on Company's website and in its marketing and promotional materials in a manner which reflects favorably at all times on the Licensed Services and the good name, goodwill and reputation of each party. Such promotional uses include the display of a party's logo or trademark. The request for approval shall not be unreasonably withheld.
13. **Miscellaneous.**
- 13.1. **Entire Agreement.** This Agreement and any exhibits hereto set forth the entire agreement and understanding between the parties and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized representative of the party to be bound thereby. This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with this Agreement.
- 13.2. **Modifications.** The Company reserves the right, at its discretion, to change this Agreement at any time. Such change will be effective ten (10) days following delivery of a notice thereof to Licensee or posting the revised terms on the Company's site, and Licensee's continued use of the Licensed Service thereafter means that Licensee accepts those changes.

- 13.3. No Waiver. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of any breach of any term contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of any breach of any such term or any other term set forth in this Agreement.
- 13.4. Severability. If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions contained in this Agreement invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any portion of this Agreement shall not affect the remaining portions of this Agreement.
- 13.5. Governing Law/Venue. This Agreement shall be governed by the laws of the State of Israel, without regard to that state's conflicts of laws rules. All disputes arising under or relating to this Agreement shall be resolved exclusively in the appropriate court sitting in Tel Aviv-Jaffa, Israel.
- 13.6. Assignment. Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior consent of the other party, provided that either party may assign or otherwise transfer its rights or obligations herein in the event of transfer to a person or entity who directly or indirectly acquires all or substantially all of the assets or business of such party, whether by change of control, sale, merger or otherwise, without consent. Any prohibited assignment, transfer or sublicense shall be null and void.
- 13.7. Headings. The headings in this Agreement are solely for convenience of reference and shall not be given any effect in construction or interpretation of this Agreement.
- 13.8. Force Majeure. Company shall not be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including without limitation, natural disasters, acts of civil or military authority, fire, flood, war, labor shortage or dispute, public health emergencies, pandemic or governmental authority.
- 13.9. Notices. All notices under this Agreement shall be deemed effective upon receipt and shall be in writing and (a) delivered personally, (b) sent by commercial courier with written verification of receipt, (c) sent by certified or registered mail, postage prepaid and return receipt requested, or (d) sent via electronic mail without message of failed delivery.
14. Definitions. All capitalized terms used herein shall have the meanings set forth below:
- 14.1. "**Affiliate**" shall mean any entity that Controls, is Controlled by, or is under common Control with Licensee, provided that such an affiliate is not a competitor of Company.
- 14.2. "**Authorized Users**" means either (i) Licensee's Affiliates; and (ii) Licensee's and its Affiliates' employees whose duties require such access or authorized consultants and subcontractors (excluding any competitors of Company) only where such use is required as part of their performance of the services for Licensee.
- 14.3. "**Control**" shall mean the ownership, directly or indirectly, of 50% or more of the voting interest.
- 14.4. "**Documentation**" means the standard documentation and user manuals provided or made accessible to Licensee along with the Licensed Services.
- 14.5. "**Feedback**" shall mean any feedback, suggestions, comments, ideas, questions, any information about the Licensed Services. Feedback shall not include Licensee's Confidential Information.
- 14.6. "**Intellectual Property Rights**" shall mean any (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing, all whether or not registered or capable of being registered; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; (vi) any rights in source code, object code, mask works, databases, algorithms, formulae and processes; and/or (vii) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

- 14.7. “**Licensee Data**” means any content (e.g. data, information, reports, files, images, graphics, code or other content), including Licensee’s Confidential Information, that Licensee submits to the Licensed Services, including as may be incorporated in any reports or output generated by the Licensed Services.
- 14.8. “**Licensed Services**” means the DreamTeam proprietary portal and web service made available by Company through the DreamTeam website including the Documentation and any updates, upgrades, versions, enhancements, improvements, and modifications thereto.

**Exhibit A**  
**Service Level Agreement**

**1. Introduction and Definitions**

This document defines Company's policies, definitions, and responsibilities with regard to Company's Standard Support and Maintenance offering only.

“**Support**” refers to Company's responsibilities to address errors related to any of the Company SaaS services or its Enforcers, which are verifiable and reproducible failure of the services to substantially conform to its published specifications (“**Error**”). Notwithstanding the foregoing, “**Error**” shall not include any failure caused: (i) by the access, use or operation of the services with any other hardware, software or programming languages or in an environment other than intended or recommended by Company; (ii) by any bug, defect, error or malfunction in any hardware or software used with the services and not provided by Company or other parties acting on its behalf (such as licensors and vendors) or any other failure of any such hardware to conform to its published specifications; (iii) due to modifications, alterations and repairs to the services not made by Company, except as authorized in writing by Company; (iv) due to misuse, accidents or improper access or maintenance not performed by Company;. In the event that any problem or error is discovered to fall outside of the scope of the definition of Error, then Company reserves the right to recover all expenses related to the support provided, at the then current prices for such services provided such prices were agreed in advance with licensee.

“**Scheduled Maintenance Interruption**” refers to any planned down time, interruption or degradation of the services or the operation of the system which is required, in Company’s opinion, for the correction or update of any part of the system and for any reason and for which a prior notice was given reasonably in advance.

“**Emergency Maintenance Interruption**” refers to any unexpected down time, interruption or degradation of the services or the operation of the system which is required for the correction of any part of the system for any reason, including but not limited to, in order to correct any Security Level 1 or Security Level 2 incidents.

Company’s support may be subject to the support received by Company from its third party hosting providers. Company’s support excludes: (i) force majeure events; (ii) scheduled maintenance; (iii) Licensee’s Internet service failures; (iv) any failure of Licensee’s own hardware, software or network connection; (v) Licensee’s bandwidth restrictions; (vi) Licensee’s acts or omissions, including without limitation non-compliance with the Licensed Product minimal prerequisites; and/or (vii) any failures of Company’s third party hosting providers.

Support and Maintenance do not include on-site technical support, consulting (redesigning, re-architecting or reconfiguring Licensee's network), support for incompatible products or third party products, training, professional services or related out-of-pocket expenses.

**2. Support Hours and Channels**

Standard Support is provided during regular Business Hours. Remote access to customer environment may be required for proper support upon mutual coordinate with Customer. If remote access is not available, Company will not be responsible for any delay caused to the initial response time.

Support hours are under Israel local time, Sunday through Thursday; 8:00am to 5:00pm (“**Business Hours**”). A request for response to a call during hours which are not Business Hours shall be subject to payment of additional fees in accordance with Company’s professional services rates.

**3. Severity Levels and Expected Response Time**

Licensee shall promptly notify Company in detail of any Error upon its knowledge thereof.

Company will make a commercially reasonable effort to address any support call professionally. However, Company guarantees a specific response time according to the severity of the reported issue. The following table defines the severity levels and the maximum response times guaranteed by the Company support team:

Severity Level	Definition	Response Time
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1	An emergency situation, in which the primary system (i.e. the system supported by Company) produces materially incorrect results, fails catastrophically or is otherwise rendered inoperable.	Up to 1 business day
2	Some elements or components of the service are inoperative resulting in loss of data, functionality or degraded performance, but where a temporary workaround is available (such as terminating the service).	Up to 3 business days
3	All other service-impacting events, which carry less significance than Severity 1 or 2.	Up to 5 business days
4	All non-service-impacting issues such as documentation or product enhancement requests, questions, etc.	Up to 5 business days

No further services or warranties are provided in respect of service levels, uptime, etc. and this Exhibit A is Licensee's sole and exclusive remedy for any service failure.

**4. Availability**

Company will ensure effective and efficient achievement of availability of the Service during Service Hours. Service Hours are defined as any time outside scheduled Maintenance.

Availability will be calculated on a monthly basis. It will be calculated as follows:

$\% \text{ Availability} = \frac{(\text{Service Hours} - \text{Scheduled Maintenance}) - \text{Service Downtime}}{(\text{Service Hours} - \text{Scheduled Maintenance})} \times 100$
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The agreed % availability that is guaranteed is <99%>.

- a. A Maintenance schedule has been drawn up for scheduled Maintenance. A notice for Schedule Maintenance Interruption shall be provided at least 3 days prior to the Scheduled maintenance occurrence; A notice for Emergency Maintenance Interruption shall be provided as soon as practically possible following the event which requires such interruption, and if possible at least 24 hours prior to the Scheduled maintenance occurrence . Scheduled Maintenance Interruption and Emergency Maintenance Interruption are referred to collectively as Scheduled Maintenance and shall be calculated together and in the aggregate for the purpose of determining availability.
- b. Company will attempt to maximise actual availability even during the period for scheduled Maintenance. In no event shall planned downtime, be it for a major release or others, exceed six (6) hours per month, and reasonable efforts shall be made that downtime shall be made during non-Business Hours.

**Exhibit B**  
**Data Processing Agreement (DPA)**

This Data Processing Agreement ("**Agreement**") is incorporated by reference into the DreamTeam Software-as-a-Service Agreement ("**Main Agreement**") entered into on Effective Date of the Main Agreement between the party entering the Main Agreement ("**Controller**") and Dream Team HR Apps Ltd., on behalf of itself and its affiliates ("**Processor**"). All defined terms contained herein shall have the same meaning as the definitions set forth in the Main Agreement.

Processor shall comply with the following in respect of any and all personal data (as defined under Regulation (EU) 2016/679 (General Data Protection Regulation) and European Union (Withdrawal Agreement) Act 2020 and amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020), the EU Standard Contractual Clauses attached hereto as Appendix 5 and personal information (as defined under the California Consumer Privacy Act of 2018) ("**PII**", "**GDPR**", "**UK GDPR**", "**SCC**" and "**CCPA**" respectively):

1. **Controller's Compliance.** Controller's instructions for processing of PII shall comply with all applicable privacy and data protection laws, including the GDPR, CCPA and UK GDPR (collectively, "**Applicable Law**"). Controller shall have sole responsibility for the accuracy, quality and legality of PII and the means by which Controller acquired PII.
2. **Details of Processing.** The details of the processing activities to be carried out by Processor in respect of the Services are specified in **Appendix 1**.
3. **Data Subjects Rights.** Processor shall assist Controller, by using appropriate technical and organizational measures, in the fulfillment of Controller's obligations to respond to requests by data subjects in exercising their rights under applicable laws.
4. **Confidentiality.** Processor shall ensure that its personnel engaged in the processing of PII are bound by a confidentiality undertaking.
5. **Data Breach.** Processor will promptly notify Controller after becoming aware of any suspected or actual breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, PII ("**Data Breach**").
6. **Records.** Processor will maintain up-to-date written records of its processing activities, including, *inter alia*, Processor's and Controller's contact details, details of data protection officers (where applicable), the categories of processing, transfers of PII across borders and the technical and organizational security measures implemented by the Processor. Upon request, Processor will provide an up-to-date copy of these records to Controller.
7. **Sub-Processors.** Controller acknowledges and agrees that Processor may engage any of the third-party sub-processors listed in **Appendix 2**, which Processor may update from time to time. Such sub-processors shall be bound by data protection obligations no less protective than those in this Agreement to the extent applicable to the nature of the Services provided by such sub-processor. If required for processing by any of Processor's entities, the EU Standard Contractual Clauses attached hereto as **Appendix 4** shall also apply hereto.
8. **Assistance.** Processor will assist Controller in ensuring compliance with Controller's obligations related to the security of the processing, notification and communication of Data Breaches, conduct of data protection impact assessments and any inquiry, investigation or other request by a supervisory authority.
9. **Possible Violation.** Where Processor believes that an instruction would result in a violation of any applicable data protection laws, Processor shall notify the Controller thereof.
10. **Information.** Processor will make available to Controller, upon request, information necessary to demonstrate compliance with the obligations set forth in this Agreement.
11. **Audits.** Upon Controller's request, Processor shall cooperate with audits and inspections of its compliance with the requirements and obligations herein and/or under applicable law. Such audits and inspections may be conducted by Controller or by any third party designated by Controller.
12. **Technical and Organizational Measures.**

12.1 Processor shall implement and maintain all technical and organizational measures that are required for protection of the PII and ensure a level of security that is appropriate to for dealing with and protecting against any risks to the rights and freedoms of the data subjects, and as required in order to avoid accidental or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to PII and/or as otherwise required pursuant

to Applicable Law, including, *inter alia*, the measures set forth in **Appendix 3**. When complying with Section 12 hereof, Processor shall take into consideration the state of technological development existing at the time and the nature, scope, context and purposes of processing as well as the aforementioned risks.

12.2. Processor shall regularly monitor its compliance with this Agreement and will provide Controller, upon request, with evidence that will enable verification of such monitoring activities. Processor shall promptly implement all changes to **Appendix 3**, as requested by Controller. Processor shall ensure that all persons acting under its authority or on its behalf and having access to the PII, do not process the PII except as instructed by Controller and permitted herein.

13. **Transfer of PII to Third Countries**. Processor will not transfer PII to a recipient located in a country that is not a Member State of the European Union or European Economic Area, unless that country is considered by the European Commission to have an adequate level of protection or pursuant to an EU standard contractual clauses for the transfer of personal data to processors established in third countries (Commission Decision 2010/87/EC), before such transfer.
14. **Return and Deletion of PII**. On the Controller's request, Processor shall return or destroy PII to the extent allowed by applicable law.
15. **Amendments**. If Processor considers that changes are required to this Agreement in order to comply with requirements of applicable laws or of a competent authority, this Agreement will be amended accordingly.

## **Appendix 1 - Processing Details**

1. **Nature, purpose and subject matter of the Processing.** The nature, purpose and subject matter of the Processing is the provision of the Licensed Services set forth in the Main Agreement. The Licensed Services will provide insights in order to improve visibility on the hiring pipeline, including sources of candidates' applications, drops in the recruitment funnel, recruiters and interviewers calibration.
1. **Categories of Data Subjects.** Employees and candidates.
2. **Type of Personal Data.** Name, email address and phone numbers.

## **Appendix 2 - Sub-Processors**

AWS, Azure

### **Appendix 3 - Technical and Security Measures**

1. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
2. The ability to restore the availability and access to PII in a timely manner in the event of a physical or technical incident.
3. A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

#### **Security Controls**

DreamTeam considers privacy and security to be core functions of our platform. Earning and keeping the trust of our customers is our top priority, so we hold ourselves to the highest privacy and security standards.

The following outlines Processor's security controls:

##### ***a. Cloud Providers***

Processor's servers are spread across two cloud providers. We use AWS to host our backend servers and also the web application assets. In addition we use Azure's data warehouse and telemetry services.

##### ***b. Authentication Security***

Our personnel are required to use TOTP-based 2FA when accessing the cloud providers' management portals and APIs. Also, access to our code repositories at GitHub is protected by the same 2FA method.

Access to our production environment resources requires 2FA authentication as well.

##### ***c. Access Control***

Permissions to our personnel and our different servers are assigned according to the least privilege principle and are assigned to the minimal subset of employees who require the access for their day-to-day work.

Permissions are reviewed regularly and redundant access is removed when possible.

##### ***d. Network Security***

Vulnerability Scanning - Our publicly-exposed endpoints are periodically scanned for existing and emerging vulnerability on an ongoing basis. Critical and High severity vulnerabilities are handled and fixed in highest priority.

VPN - Employees' equipment is connected to a dedicated VPN server. Production access cannot be made without tunneling through our VPN service.

WAF and DDoS protection - Our publicly-exposed API services are protected with AWS WAF service that covers from several kinds of attacks, including bot attacks and web exploits that are part of the OWASP Top-10 list.

The exposed APIs services are protected by AWS against all known DDoS attacks both (Layer 3 and 4).

*e. Development*

Development cycle - Code changes made to DreamTeam's services are gone through a review process, after being tested in a development environment and before being pushed to our staging environment. All of this happens prior to applying these changes to our production environment.

Code and Docker scanning - We use a 3rd party service for our code and also Docker containers scanning which is SOC2 compliant. This service is integrated with our continuous integration pipeline.

*f. Credentials*

User Passwords - DreamTeam login requires strong passwords. User passwords are salted, irreversibly hashed (bcrypt, 12 rounds), and stored in DreamTeam's database. Passwords are never sent by email to our customers.

Secrets - Our backend services are designed to use managed identities provided by the cloud providers and avoid secrets as much as possible. When secrets are in use, they are being kept in AWS Secret Manager and are manually rotated regularly.

User Session Revocation - DreamTeam allows its users to revoke their sessions at the occurrence of a security breach on the customer side, allowing them to secure their DreamTeam account from adversary access.

*g. Data Handling*

Data Encryption - All customers' data, with no exceptions, is encrypted at rest with an encryption key managed by our cloud providers (up to December 2021, the encryption used is 256-bit AES encryption which is FIPS-140-2 compliant). Customers' sensitive information such as API keys are double-encrypted (AES-256) with our own key, on top of the managed key provided by the cloud platform. In addition, we use the industry standard encryption (TLS v1.2, 128-bit AES) when transiting data between our servers, including intra-datacenter transits.

Data Segregation - Customers data is segregated into separated and independent partitions to prevent the possibility of data leakage between different customers. The segregation mechanism is composed by using our data warehouse building blocks and our in-house composition which creates a virtual-view per each customer, scoped to its own data only. This virtual-view is guaranteed by the platform to restrict any data access made by the customer to the specific scope and is enforced to all data access requests automatically.

Data Residency - Our customers' data, and any other metadata managed by DreamTeam's system resides in US data centers which are SOC2 compliant.

Operations - DreamTeam personnel's access to customer data is restricted and performed in troubleshooting cases, upon customer's request and approval.

Retention - Our customers' data is applied with life-cycle policies that maintain the deletion and purge of aged data. Our product relies on continuous access to our customers' ATS system for synchronizing the data in a periodic manner.

Backups - DreamTeam's data, excluding our customers' data, is fully backed up in a periodic manner for the sole purpose of restoring our service in a timely fashion, in the case of database corruption or accidental deletion. Customers' data will be synchronized through the customer's ATS system.

*h. Logs*

Audits - Any access to our data warehouse holding our customers data is audited for 30 days. Any control-plane access made programmatically or by our personnel to our cloud platforms is audited as well. These audit logs are immutable and cannot be modified or deleted by anyone.

Telemetry - Our servers use a comprehensive logging solution that handles all logs metrics and traces emitted by our services.

Monitoring - Our availability for our customers is our top priority, and we measure our availability by running both active and passive tests frequently. This helps us detect issues in near real time.

**Appendix 4 - EU standard contractual clauses for international transfers**

<https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN>