

SERVICES EVALUATION AGREEMENT

This Services Evaluation Agreement (the “**Agreement**”) contains the terms and conditions upon which Vanti Analytics Ltd. (“**Vanti**”), grants to you (“**you**” or “**Company**”) a limited license to evaluate the Vanti services as described below. Vanti and the Company shall be regarded each as a “**Party**”, and collectively as the “**Parties**”.

BY SIGNING THIS AGREEMENT, OR CLICKING “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON, OR BY ACCESSING AND/OR USING THE PLATFORM AND ALL RELATED DOCUMENTATION AND/OR RECEIVING THE SERVICES, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, OR THE COMPANY YOU REPRESENT, ARE ENTERING INTO A LEGAL AGREEMENT WITH VANTI, AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT. TO THE EXTENT THAT YOU AGREE TO THIS AGREEMENT BY CLICKING “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON, YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE THE PLATFORM IN ANY MANNER.

1. SERVICES; LICENSE; TERM AND TERMINATION

- 1.1. **Services.** The services and deliverables, to be provided by Vanti shall be as set forth in the Service Proposal attached hereto as **Exhibit A** and incorporated herein by reference, (the “**Services**”, and the “**Deliverables**”, as applicable), and will be provided by Vanti through the personnel and Vanti’s proprietary application program interface (through website and/or application) or tools related thereto (“**Platform**”), in a scope as detailed in the Service Proposal attached hereto as **Exhibit A**.
- 1.2. **Evaluation License to Platform.** During a period of 45 days from the date acceptance of this Agreement (the “**Evaluation Period**”), Company may choose to upload or make accessible to Vanti the Company Data (as defined below) via Vanti’s proprietary application program interface (through website and/or application) or tools related thereto (“**Platform**”). Based on the Company Data, Vanti shall perform analysis (“**Analysis**”) in order to provide to the Company the applicable results (“**Evaluation Results**”, and together with the Platform and the Analysis, the “**Vanti Solution**”).

Vanti hereby grants to the Company a limited, nonexclusive, revocable, non-assignable and nontransferable license to access and use the Platform and upload or make accessible the Company Data (as defined below) in order to receive the Evaluation Results for the sole purpose of internally evaluating the performance and functionality of the Vanti Solution (the “**Evaluation License**”). Company may not disclose the Evaluation Results to any third party and may use them only in connection with the Evaluation License. At the end of the Evaluation Period, unless otherwise mutually agreed in writing, the Evaluation License shall expire, and Company shall discontinue any further use and/or access to the Platform and Vanti shall not be obligated to provide any Analysis to Company. Unauthorized use of the Platform or otherwise failing to comply with this Agreement may result in automatic immediate termination of this Agreement and will make available to Vanti legal remedies

- 1.3. **Term; Termination.** This Agreement shall commence as of the Effective Date, and shall be in effect for the Evaluation Period.

2. COMPANY DATA

While using the Platform, Company may choose to provide or upload digital data (the “**Company Data**”). Company grants Vanti a non-exclusive, royalty free and irrevocable license to use, process, display, copy and store the Company Data for the performance of the Analysis and the production of the Evaluation Results. Company represents that: (i) Company owns or has obtained the rights to all of the intellectual property rights subsisting in the Company Data, and Company has the right to provide Vanti the license granted herein to use such Company Data in accordance with this Agreement, (ii) Company has obtained all the required consents and authorizations as to allow Vanti to use the Company Data for the

purposes contemplated hereunder, (iii) the Company Data does not include any data which constitutes any personal information and that any data provided to Vanti during the course of this Agreement and uploaded to the Vanti Solution shall be only anonymized unidentifiable information, and (iv) the Company Data does not infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy or publicity rights of any third party.

3. RESTRICTIONS

Unless otherwise explicitly specified and permitted under this Agreement, you may not, directly or indirectly (i) copy, distribute, modify, transfer, sell, sublicense, reverse engineer, decompile, disassemble revise or enhance the Platform or attempt to discover the Platform's source code; (ii) use the Platform for any commercial purpose; (iii) develop any concept, material or product containing any of the concepts and ideas contained in the Platform; (iv) work around any technical limitations in the Platform; (v) publish or make available in any manner, any reviews, opinions or impressions about, or experiences with, the Platform, Analysis or Evaluation Results; (vi) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations; and/or (vii) transmit any malicious code (i.e., software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Platform.

4. OWNERSHIP

- 4.1. All right, title, and interest, including any intellectual property rights in and to the Company Data are and shall remain owned solely by Company. Subject to Section 4.2 below the Deliverables, and the Evaluation Results which are specific to Company and are not deemed as Analytics Information (as defined below) shall be owned by the Company and Company may use them for its internal business purposes.
- 4.2. All right, title, and interest, including any intellectual property rights in and to the Platform, the Analysis, the Services, any know-how learned or obtained by during the course of this Agreement and any and all improvements, modifications and derivative works thereof are and shall remain owned solely by Vanti.
- 4.3. Vanti owns any anonymous information, which is derived from the use of the Vanti Solution (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information ("**Analytics Information**"). Vanti may use such Analytics Information for any purpose including for development, to improve Vanti's programs and services and/or for statistical purposes.
- 4.4. If Company provides Vanti with feedback with respect to the Vanti Solution and the results thereof (e.g., feedback, questions, comments, suggestions or the like related), any such feedback shall become the sole and exclusive property of Vanti, and Company hereby irrevocably assigns to Vanti all of its right, title and interest in and to all such feedback and waives any moral rights it may have in such feedback.
- 4.5. The provisions of this Section 4 shall remain in full force and effect after termination or expiration of this Agreement.

5. WARRANTY AND LIMITATION OF LIABILITY

- 5.1. VANTI SOLUTION AND ITS OUTPUTS, THE SERVICES AND/OR THE DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND FOR EVALUATION PURPOSES ONLY. VANTI DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT, WITH RESPECT TO VANTI SOLUTION AND ANY ACCOMPANYING SOFTWARE AND DOCUMENTATION.
- 5.2. IN NO EVENT SHALL VANTI, OR ANY RELATED THIRD PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE VANTI SOLUTION, THE SERVICES AND/OR THE DELIVERABLES EVEN IF VANTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VANTI'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED AMOUNTS ACTUALLY PAID BY COMPANY TO VANTI HEREUNDER.

- 5.3. The Company acknowledges that the use of the Deliverables and any research or development that it performs with regards to such is done entirely at the Company's own risk. The Company shall have the sole responsibility for adequate protection of its data and other property used in connection with the Services and the Deliverables, and shall not make any claim against Vanti resulting from its use of the Deliverables or the Services.
- 5.4. The provisions of this Section 5 shall remain in full force and effect after termination or expiration of this Agreement.

6. CONFIDENTIALITY

Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). For clarity, the Platform shall be considered as Confidential Information of Vanti hereunder. 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 other Party's Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except for the performance of the obligations under this Agreement or as permitted by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. Company acknowledges and confirms that the confidentiality obligations under this Section 6 shall survive the Evaluation Period and continue to be in full force and effect after the termination of this Agreement for a period of five (5) years.

7. **MISCELLANEOUS.** The Parties shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation or threatened violation of the Parties obligations hereunder. Vanti and its personnel shall at all times act as independent contractors, and shall not be, and/or claim to be, employees of the Company. This Agreement is only an agreement for the provision of consulting services on a strictly contractual basis, and does not create employer-employee relations between Vanti (including its personnel), and the Company and does not confer upon Vanti any rights, except for those set forth herein. This Agreement represents the only Agreement relating to this subject matter between Vanti and the Company. Vanti will not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of the Company. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors, assigns and legal representatives. This Agreement shall be construed and interpreted under and in accordance with the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of the city of Tel Aviv shall have exclusive jurisdiction over any matter in connection with this Agreement. No modifications to this Agreement can be made except in writing, signed by Vanti and Company.

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Exhibit A

Service Proposal - Plant Productivity POC

Scope of Services and Deliverables

1. Services:
 - a. Analytics based on the data provided by the Company
 - b. The data provided by the company shall be in the form of spreadsheets and comprised of no more than 50,000 rows & 50 columns each
2. Deliverables:
 - a. A report describing the results of analytics performed, comprised of the following items:
 - i. 3 analytical explanatory models for OR/OA in a single line
 - ii. Comparison between models
 - iii. Model accuracy and improvement possibilities
 - iv. Most significant contributors
 - v. Based on results, outline the required effort for a full solution
 - vi. Recommendations for future steps and budgetary estimation for a full project
 - b. The deliverables (report) shall be provided within 45 days as of the effective date.