MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("MSA") is entered into as of [DATE], by and between Wediggit Ltd. ("Wediggit") and the entity executing this Agreement on the signature page below ("Client"). Wediggit and Client are each a "Party" and together the "Parties."

1. Definitions

"Hook Platform" means Wediggit's hosted, web-based SaaS platform for IT asset management, employee lifecycle management, SaaS license provisioning and revocation, device assignment, and automated onboarding/offboarding workflows, including all related tools, features, integrations, and functionality.

"Background Technology" means all software, data, know-how, methodologies, APIs, documentation, and other technology and intellectual property that a Party has developed or acquired independently of this Agreement or holds under a third-party license, together with all improvements and derivative works thereof.

"Company Data" means the data and information Client submits to or through the Hook Platform, including employee information, device data, SaaS license data, and related content.

"Confidential Information" means any non-public information disclosed by one Party to the other that is designated as confidential or that a reasonable person would understand to be confidential. Confidential Information excludes information that: (i) was already known to the recipient free of restriction prior to disclosure; (ii) enters the public domain through no fault of the recipient; (iii) is disclosed by a third party who had the right to disclose it; or (iv) is independently developed by the recipient without reference to the disclosing Party's information.

"Data Processing Addendum" or "DPA" means the Data Processing Addendum attached hereto as Exhibit A and incorporated herein by reference, which governs the processing of Company Personal Data by Wediggit on behalf of Client.

"Intellectual Property Rights" means patents, trademarks, copyrights, trade secrets, database rights, and all other intellectual property rights, whether registered or unregistered.

"Privacy Laws" means all applicable data protection and privacy laws, including the GDPR, the Israeli Privacy Protection Law 5741-1981 as applicable.

"Services" means implementation, configuration, integration, and support services provided by Wediggit under this Agreement include the Hook Platform and any other tools, documentation, or deliverables Wediggit provides and any updates or modifications thereto.

2. Services

2.1. Wediggit will provide the Hook Platform Services described in assetshook.com in accordance with this Agreement. Wediggit may, in its sole discretion, update or modify the Hook Platform at any time, provided such updates do not materially reduce its core functionality.

2.2. Wediggit may provide Services through affiliates, subcontractors, or third-party vendors. Third-party product terms—including SaaS reseller products—are passed through to Client to the extent permitted by the applicable third-party vendor.

2.3. Client is solely responsible for providing Wediggit with all information, system access, and cooperation reasonably required for Wediggit to provide the Services. Wediggit will not be liable for any delay, failure, or increased cost resulting from Client's failure to provide timely and accurate information or access. Client is solely responsible for the accuracy, completeness, and legality of all Company Data submitted to the Hook Platform.

2.4. Client Representations and Warranties. Client represents and warrants that: (a) Client holds all rights necessary to provide Company Data to Wediggit and for Wediggit to process it as contemplated by this Agreement; (b) Client has obtained all consents, provided all required notices, and complied with all applicable laws in connection with Company Data; (c) Client's use of the Services will comply with all applicable laws; and (d) Company Data will not infringe any third party's intellectual property rights or violate any applicable law.

2.5. Use Restrictions. Client will not, and will not permit others to: (a) use the Services for any purpose other than as expressly permitted by this Agreement; (b) copy, modify, or create derivative works of any Services; (c) sublicense, resell, transfer, or make available the Services to any third party; (d) reverse engineer, decompile, or disassemble the Services; (e) bypass or circumvent any security measures; (f) use the Services for competitive analysis or to develop a competing product; or (g) use the Services in any manner that violates applicable law or regulation.

3. Term and Termination

3.1. This MSA is effective as of its execution date and continues until has expired or has been terminated.

3.2. Either Party may terminate this Agreement for convenience on 90 days' prior written notice. Either Party may terminate this MSA with immediate effect upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within 30 days of written notice.

3.3. Upon termination: (a) Client will immediately cease all access to and use of the Services; (b) each Party will promptly return or destroy the other's Confidential Information; and (c) Wediggit will retain Company Data for up to 60 days following the effective date of termination, after which it will be deleted in accordance with the Data Processing Addendum (DPA).

3.4. Sections 1, 4, 5, 6, 7, 8, and 9 of this MSA survive any expiration or termination.

4. Confidentiality

4.1. Each Party will: (a) keep the other Party's Confidential Information strictly confidential; (b) use Confidential Information only for purposes of performing its obligations under this Agreement; and (c) protect it with at least the same degree of care it uses for its own confidential information, but no less than reasonable care.

4.2. Each Party may disclose Confidential Information to its employees and contractors on a need-to-know basis, provided such persons are bound by confidentiality obligations at least as protective as this Agreement. Wediggit retains the right to use non-tangible know-how retained in the unaided memories of its Personnel.

4.3. A Party may disclose Confidential Information to the extent required by law or court order, provided it gives the other Party prompt prior written notice to the extent legally permitted, and cooperates with any effort to seek a protective order.

5. Intellectual Property

5.1. Each Party retains all right, title, and interest in and to its Background Technology. Each Party grants the other a limited, non-exclusive, temporary license to use its Background Technology solely as necessary to perform obligations under this Agreement.

5.2. Wediggit retains all Intellectual Property Rights in the Hook Platform and all enhancements, modifications, and derivative works thereof, regardless of any input or feedback from Client.

5.3. Feedback. Client may provide suggestions or feedback regarding the Services ("Feedback"). Client grants Wediggit a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use such Feedback for any purpose without restriction or attribution.

5.4. Aggregated Data. Wediggit may use Company Data in anonymized and aggregated form to improve the Hook Platform and related services, provided such use does not identify Client or any individual.

5.5. License to Client. Subject to Client's compliance with this Agreement, Wediggit grants Client a limited, non-exclusive, non-transferable, revocable license to access

and use the Hook Platform during the term of this Agreement, solely for Client's internal business purposes.

5.6. Client retains ownership of Company Data. Wediggit acquires no ownership rights in Company Data by virtue of this Agreement.

6. Independent Contractor

The relationship between the Parties is that of independent contractors. Nothing in this Agreement creates an employment, partnership, agency, or joint venture relationship. Wediggit is solely responsible for the acts and omissions of its Personnel in connection with performance of the Services.

7. Warranties; Limitation on Liability

7.1. DISCLAIMER. THE SERVICES ARE PROVIDED "AS IS." WEDIGGIT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WEDIGGIT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR MEET CLIENT'S REQUIREMENTS. ALL THIRD-PARTY PRODUCTS AND SERVICES ARE PROVIDED UNDER THEIR RESPECTIVE TERMS.

7.2. AI-ASSISTED FEATURES. CERTAIN FEATURES OF THE HOOK PLATFORM MAY INCLUDE AUTOMATED OR AI-ASSISTED WORKFLOWS. WEDIGGIT DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY AI-GENERATED OUTPUTS. CLIENT SHOULD NOT RELY ON SUCH OUTPUTS WITHOUT INDEPENDENT VERIFICATION.

7.3. EXCLUSION OF DAMAGES. IN NO EVENT WILL WEDIGGIT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR LOSS OF REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.4. LIABILITY CAP. SINCE THE SERVICES ARE PROVIDED WITHOUT CHARGE, WEDIGGIT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED USD 1,00.

8. Force Majeure

Neither Party will be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, natural disasters, pandemics, war, government actions, cyberattacks, power failures, or labor disputes ("Force Majeure Event"). The affected Party will promptly notify the other and use reasonable efforts to resume performance as soon as practicable.

9. Miscellaneous

9.1. Governing Law. This Agreement is governed by the laws of the State of Israel, without regard to conflict of laws principles. The Parties irrevocably submit to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel.

9.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, understandings, and agreements relating thereto.

9.3. Assignment. Wediggit may freely assign this Agreement or any of its rights hereunder, including in connection with a merger, acquisition, or sale of assets, without Client's consent. Client may not assign this Agreement without Wediggit's prior written consent. Any purported assignment in violation of this Section is void.

9.4. Amendments; Waivers. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties. No waiver of any right or remedy will be implied from a failure to enforce or delay in enforcing any such right or remedy.

9.5. Severability. If any provision of this Agreement is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

9.6. Notices. All notices under this Agreement must be in writing and delivered by email (with confirmation of receipt), courier, or registered post to the address on the signature page.

9.7. Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which is an original, and all of which together constitute one agreement

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the date first set forth above.

Wediggit Ltd.		Client:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Exhibit A - DATA PROCESSING ADDENDUM

1. This Data Processing Addendum (“Addendum”) forms part of the Master Services Agreement (“Principal Agreement”) between Wediggit Ltd. (“Vendor”) and its Customer (“Company”). This Addendum governs the data processing activities performed by Vendor on behalf of Company in connection with the Services provided under the Principal Agreement.

2. In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

3. Under the Principal Agreement the nature and purposes of processing Personal Data by the Vendor as data processor shall be limited to those set forth in Schedule 1.

4. Definitions

4.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 “Applicable Laws” means (a) European Union or Member State laws with respect to any Company Personal Data in respect of which any Company is subject to EU Data Protection Laws; (b) the Israeli Privacy Protection Law, 5741-1981 ("Israeli Privacy Law"), with respect to any Company Personal Data in respect of which any Company is subject to Israeli Privacy Law, and (c) any other applicable law with respect to any Company Personal Data in respect of which any Company is subject to any other Data Protection Laws;

1.1.2 "Adequacy Recognition" means the recognition of a territory by the European Commission as providing adequate protection to Personal Data;

1.1.3 “Company Personal Data” means any Personal Data Processed by Vendor on behalf of a Company pursuant to or in connection with the Principal Agreement;

1.1.4 “Data Protection Laws” means EU Data Protection Laws, Israeli Privacy Law, and to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 “EEA” means the European Economic Area;

1.1.6 “EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 “GDPR” means EU General Data Protection Regulation 2016/679;

1.1.8 "EU-US Data Privacy Framework" means the EU-US Data Privacy Framework, as administered by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision of July 10, 2023, which replaced the previous Privacy Shield Framework.

1.1.9 “Restricted Transfer” means:

1.1.9.1 a transfer of Company Personal Data from any Company to Vendor; or

1.1.9.2 an onward transfer of Company Personal Data from Vendor to a Sub-processor, or between two establishments of Vendor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under Section 17.1 below;

1.1.10 “Services” means the services and other activities to be supplied to or carried out by or on behalf of Vendor for Company pursuant to the Principal Agreement;

1.1.11 “Standard Contractual Clauses” means the standard data protection clauses for the transfer of personal data to third countries adopted by the European Commission pursuant to Article 46(2)(c) of the GDPR, as amended or replaced from time to time;

1.1.12 “Sub-processor” means any person (including any third party and any Vendor affiliate, but excluding an employee of Vendor or any of its sub-contractors) appointed by or on behalf of Vendor to Process Personal Data on behalf of the Company in connection with the Principal Agreement; and

1.1.13 “Vendor” means Vendor and any entity that owns or controls, is owned or controlled by or is or under common control or ownership with Vendor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.1.14 “Party”/”Parties” means the Company and the Vendor separately, or jointly, as the case may be;

1.1.15 “Purpose” means as described in Schedule 1; and

1.1.16 “Supervisory Authority” means any court, regulatory agency or authority which, according to Applicable Laws and/or regulations, supervises privacy issues and/or the processing of personal data.

1.2 The terms, “commission”, “controller”, “data subject”, “member state”, “personal data”, “personal data breach”, “processing”, “processor”, and “supervisory authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Special undertakings of the Parties

2.1 Roles, ownership of personal data, processing and purpose

2.1.1 The Company shall be considered in the context of the GDPR as the controller of the personal data processed on its behalf and in accordance with its instructions, which concerns its respective data subjects. The Vendor shall be considered in the context of the GDPR, as a processor of the personal data processed on behalf of the Company.

2.1.2 The Company pays Vendor service fees in consideration for the Services to be provided by Vendor pursuant to the Principal Agreement.

2.1.3 The Vendor may only process the Company Personal Data for the Purpose and to the extent it is necessary for the fulfilment of the

Vendor’s obligations under this Addendum or the Principal Agreement.

2.1.4 Vendor is prohibited from: (i) Selling Company personal data; and (ii) retaining, using, or disclosing Company personal data outside of the direct business relationship between Vendor and Company. Vendor understands the above restrictions and will comply with them.

2.1.5 This Addendum shall apply to the actions of any of Vendor or Company’s affiliates performing tasks and obligations in the context of this Addendum and any such affiliates shall have all rights and obligations set forth in this Addendum as if they were Vendor or Company, as applicable.

2.2 Special undertakings of the Company

2.2.1 The Company undertakes to:

(a) Ensure that there is a legal ground for processing the personal data covered by this Addendum;

(b) Ensure that any disclosure or transfer of Company Personal Data to Vendor confirms to the Applicable Laws.

(c) Inform the Vendor about any erroneous, rectified, updated or deleted personal data subject to the Vendor’s processing;

(d) Fully comply with any request of data subjects and with any data subject rights under Applicable Laws;

(e) Provide the Vendor with documented instructions regarding the Vendor’s processing of the personal data, as may be required from time to time; and

(f) Ensure that, to the extent it collects by itself the Personal Data processed by Vendor under this Addendum, or otherwise makes available such Personal Data to Vendor, it (i) collects, obtains and processes Personal Data lawfully, without violating any third parties' rights, contractual obligations or Data Protection Laws; (ii) it has all rights, consents, authorization and title to grant the rights and permissions to use the Personal Data under the terms of the Principal Agreement; (iii) its processing and use of the Personal Data will not violate the customers' rights and other third parties,

including without limitation privacy, data protection, good-will, good name, publicity, confidentiality and intellectual property rights.

2.3 Special undertakings of the Vendor

The Vendor undertakes to:

(a) Only process the Company Personal Data in accordance with Applicable Laws and the Company documented instructions, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Applicable Laws; in such a case, the Vendor shall inform the Company of that legal requirement before processing the personal data, unless such information is prohibited by the Applicable Laws on important grounds of public interest;

(b) Taking into account the nature of the processing, implement appropriate technical and organisational measures to reasonably ensure a level of security appropriate to the risk and reasonably assist the Company by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the obligations of the controller to respond to requests for exercising the rights of the data subject or with respect to data breaches in Applicable Laws; and

(c) Make available to the Company all information reasonably necessary to demonstrate compliance with the obligations laid down in this Addendum.

(d) Where Vendor's platform employs automated or AI-assisted workflows affecting Company Personal Data, Vendor shall maintain reasonable logs of material automated actions and make such logs available to Company upon written request.

3. Processing of Company Personal Data

3.1 The Company:

3.1.1 instructs Vendor (and authorises Vendor to instruct each Sub-processor) to:

3.1.1.1 process Company Personal Data; and

3.1.1.2 in particular, transfer Company Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Principal Agreement; and

3.2 Schedule 1 to this Addendum sets out certain information regarding the Vendor's processing of the Company Personal Data. Company shall immediately inform Vendor of any required amendments to Schedule 1 by written notice to Vendor, and the Parties shall negotiate in good-faith the amendment of Schedule 1.

4. Confidentiality

Vendor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Vendor who may have access to the Company Personal Data, and to ensure that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Data Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vendor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to reasonably ensure a level of security appropriate to that risk. Vendor shall only access third-party systems via API connections as expressly authorized and directed by Company, and any such integrations shall be subject to Company's sole discretion and prior written approval and shall revoke Company-related credentials upon termination of the Agreement.

6. Sub-processing

6.1 Company authorises Vendor to appoint (and permit each Sub-processor appointed in accordance with this Section 9 to appoint) the Sub-processors listed in Schedule 2 attached hereto, in accordance with this Section 9 and any restrictions in the Principal Agreement. Vendor shall be entitled to add and/or remove any sub-processor from Schedule 2 upon a prior written notice to Company, provided that the Company does not refuse the addition of any Sub-processor within seven (7) days thereafter. If Company refuses the addition of any Sub-processor to Schedule 2, Vendor shall be entitled to immediately terminate this Addendum and the Principal Agreement.

6.2 With respect to each Sub-processor, Vendor shall:

6.2.1 ensure that the arrangement between the Vendor, and the Sub-processor, is governed by a written contract including terms which offer at least the same level of protection for Company Personal Data as those set out in this Addendum; and

6.2.2 if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one Vendor and the Sub-processor.

6.3 Vendor shall ensure that each Sub-processor performs the obligations under this Addendum, as they apply to processing of Company Personal Data carried out by that Sub-processor, as if it were party to this Addendum in place of Vendor.

7. Data subject rights

7.1 Vendor shall:

7.1.1 promptly notify Company if Vendor receives a request from a data subject under any Data Protection Law in respect of Company Personal Data; and

7.1.2 ensure that the Vendor does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Vendor is subject.

7.2 Where Company is required to delete Personal Data about a Data Subject, it will direct Vendor accordingly and Vendor undertakes to delete such Personal Data from its records.

8. Personal Data Breach

8.1 Vendor shall notify Company without any delay but no later than within 72 hours in writing upon Vendor or any Sub-processor becoming aware or has reasons to believe of a Personal Data Breach affecting Company Personal Data, providing Company with reasonably sufficient information to allow Company to meet its obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 Immediately following Vendor's notification to Company of a Personal Data Breach, the Parties shall coordinate with each other to investigate the breach. Vendor agrees to reasonably cooperate with Company, at Company's expense, in Company's handling of the matter, including, without limitation:

8.2.1 assisting with any investigation;

8.2.2 facilitating interviews with Vendor's employees and others involved in the matter; and

8.2.3 making available all reasonably necessary records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Company.

8.3 Vendor agrees to assist Company in advising the Supervisory Authority and data subjects about Personal Data Breach. It shall not, however, inform any third party of any Personal Data Breach without first obtaining Company's prior written consent, other than to inform a complainant (if any) that the matter has been forwarded to Company, or if otherwise required under any Applicable Law.

8.4 Company shall reimburse Vendor for actual reasonable costs incurred by Vendor in responding to, and mitigating damages caused by any security incident or Personal Data Breach, including all costs of notice and/or remediation.

9. Data Protection Impact Assessment and Prior Consultation

Vendor shall provide reasonable assistance to Company, at Company's expense, with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Vendor.

10. Cooperation and Coordination

10.1 Upon reasonable request by Company, Vendor shall as promptly and as reasonably practicable provide Company with a written report containing information reasonably requested by Company relating to: (i) any security event and Personal Data Breach; or (ii) actual or reasonably suspected non-compliance with this Addendum. In addition, Vendor shall provide Company with any documents reasonably requested by Company related to the foregoing, including without limitation, any information security assessment and security control audit reports.

11. Deletion or return of Company Personal Data

11.1 Subject to Section 14.2 Vendor shall promptly and in any event within sixty (60) days of the date of termination or expiration of any Services involving the Processing of Company Personal Data (the "End Date"), or of the date of a written notice by Company, delete and procure the deletion of all copies of those Company Personal Data.

11.2 Vendor may retain Company Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Vendor shall ensure the confidentiality of all such Company Personal Data and shall ensure that such Company Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

12. Audit rights

12.1 Company shall have the right to perform audits, not more than once per calendar year and upon prior written notice of at least thirty (30) days to Vendor, of the Vendor's processing of the Company Personal Data in order to verify the Vendor's, and any Sub-processor's, compliance with this Addendum. The audit shall be confined to processing documentation prepared by the Vendor and logged and documented information regarding its information security measures, and in any event will not entitle Company to conduct technological investigations on the Vendor's information systems.

12.2 Company shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Vendor's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.

12.3 If any Supervisory Authority: (i) contacts the Vendor with respect to its systems or any processing of Company Personal Data carried out by the Vendor, (ii) conducts, or gives notice of its intent to conduct, an inspection of the Vendor with respect to the processing of Company Personal Data, or (iii) takes, or gives notice of its intent to take, any other regulatory action alleging improper or inadequate practices with respect to any processing of Company Personal Data carried out by the Vendor, then the Vendor shall immediately notify the Company and shall subsequently supply the Company with all information pertinent thereto to the extent permissible by law.

12.4 Company shall bear all costs for audits set out herein.

13. Transfer of Personal Data

13.1 In the event that the processing activities under this Addendum are considered Restricted Transfer, the Company (as “data exporter”) and Vendor, (as “data importer”) hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Company to Vendor.

13.2 Vendor will downstream the obligations for transferring Personal Data under this Section 16, as required under applicable Data Protection Laws, by entering into an appropriate onward transfer agreements with all relevant Vendor's agents (as this term is referred to under the EU-US Data Privacy Framework principles), other processors (as this term is referred to under the GDPR) or equivalents to agents or other processors under applicable Data Protection Laws, to whom Vendor transfers the Company Personal Data.

14. General Terms

14.1 *Governing law and jurisdiction*

14.1.1 Without prejudice to Mediation and Jurisdiction and Governing Law sections of the Standard Contractual Clauses:

14.1.1.1 the Parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

14.1.1.2 this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

14.2 Assignation of rights or obligations

14.2.1 Neither Party may assign its rights or obligations under this Addendum without the prior written consent of the other Party.

14.3 Notices

14.3.1 All notices to a Party under this Addendum shall be in writing and sent to its address as set forth at the beginning of this Addendum, or to such other address as such Party has provided the other in

writing for such purpose. Notices may be sent by post, courier, fax or email.

14.3.2 Notices shall be deemed to have been duly given (i) on the day of delivery when delivered in person or by courier, (ii) three (3) business days after the day when the notice was sent when sent by post, and (iii) on the day when the receiver has manually confirmed that it is received when sent per fax or email.

14.4 Term and termination

14.4.1 This Addendum shall enter into force on the date hereof. Unless terminated earlier (i) due to a material breach of the terms of this Addendum, in which case this Addendum shall be terminated with immediate effect if the other Party fails to cure such breach in a satisfactory manner within fifteen (15) days after the other Party's written demand thereof, or (ii) this Addendum shall remain in force until the termination or expiration of the Principal Agreement, whereupon it shall terminate automatically without further notice. The termination or expiration of this Addendum shall immediately terminate any processing agreement entered into between Vendor and any Sub-processor.

14.4.2 Either Party may terminate this Addendum by giving the other Party thirty (30) days written notice.

14.5 Liability and indemnification

14.5.1 Each Party shall indemnify and hold the other Party harmless from and against all losses due to claims from third parties including government/authority fines and penalties resulting from, arising out of or relating to any breach by such first-mentioned Party of this Addendum and in the applicable Data Protection Laws.

14.5.2 Any loss suffered by a Party resulting from, arising out of or relating to a breach of this Addendum shall be governed by the provisions regarding liability and limitation of liability in the Principal Agreement.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above.

Wediggit Ltd.		Client:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Schedule 1 - Description of the processing of personal data

1. The project

Vendor operates "Hook," an IT asset and employee lifecycle management platform. In this capacity, Vendor processes personal data on behalf of Company in connection with device assignment, SaaS license provisioning and revocation, and employee onboarding/offboarding workflows. The Parties acknowledge that Company Personal Data processed under this Addendum may include employment-related data of Company's employees.

2. Data subjects

The personal data processed concern the following categories of data subjects:
Company's employees and authorized users, including data relating to their device assignments, SaaS license allocations, employment status (active, onboarding, offboarding), department, and role.

3. Categories of personal data

The personal data processed concern the following categories of personal data:
Name, employee/user ID, email address, employment status and dates, department, role; device identifiers (asset tag, serial number, model, MAC address); SaaS license assignment details (application name, seat status, last activity); and access credentials metadata (identity provider accounts such as Okta, JumpCloud, Google Workspace etc.).

4. Purpose of the personal data processing

To manage Company's IT asset inventory and employee lifecycle, including automated device assignment upon onboarding; SaaS license provisioning and reclamation; identity and access management across integrated systems; and automated offboarding workflows (account suspension, hardware retrieval, license revocation).

5. Processing operations

The personal data processed will be subject to the following basic processing activities:
Device assignment and tracking; SaaS license provisioning and revocation; automated onboarding and offboarding workflows; and integration with third-party identity, MDM, HRIS, and SaaS systems.

6. Duration of processing

The personal data will be processed with the following duration:
For the duration of the services and as required by applicable law. Employee lifecycle records and device assignment data will be retained for the duration of the employment relationship or device lifecycle and permanently deleted within 60 days

of termination of services and upon written request by the Company, whichever is earlier.

7. Security measures

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vendor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to reasonably ensure a level of security appropriate to that risk.

Schedule 2 - List of sub-processors

Google	https://cloud.google.com/
Supabase, Inc.	https://supabase.com/
Vercel Inc.	https://vercel.com/