

TERMS OF SERVICE

ASQ Platform

Provided by ITNAV Ltd.

Available on Genesys Cloud AppFoundry

Last Modified: March 15, 2026

www.asqnow.com

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING, INSTALLING, OR USING THE ASQ PLATFORM, CUSTOMER AGREES TO BE BOUND BY THESE TERMS OF SERVICE.

This Terms of Service agreement (this “**Agreement**”) is by and between ITNAV Ltd., a company organized and existing under the laws of the State of Israel, whose principal place of business is in Israel (“**ITNAV**” or “**Provider**”) and the corporation, LLC, partnership, sole proprietorship, or other business or government entity executing this Agreement (“**Customer**”). This Agreement includes any attachments described herein and any current or future Order (as defined below in Article 1), and all such documents are incorporated by this reference.

This Agreement is effective as of the date Customer or any of its employees or agents first accesses, installs, or uses the ASQ Platform (as defined below) through the Genesys Cloud AppFoundry marketplace or otherwise (the “**Effective Date**”).

ITNAV provides a contact center data analytics and management platform known as the ASQ Platform (the “**System**”), which consists of a suite of cloud-hosted tools accessed remotely via the Internet, integrated with the Genesys Cloud platform. The parties have agreed that ITNAV will provide the System to Customer, and Customer’s use of and ITNAV’s provision of the System are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND THAT THE PERSON EXECUTING THIS AGREEMENT ON ITS BEHALF HAS BEEN DULY AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER’S BEHALF REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS OF SERVICE.

1. DEFINITIONS

The following capitalized terms will have the following meanings whenever used in this Agreement:

“**Account Manager**” means the Customer officer or employee designated to manage the Customer’s account and serve as the primary point of contact with ITNAV.

“**Applicable Data Protection Law(s)**” means all laws and regulations applicable to ITNAV’s processing of Personal Data as a result of the Agreement, which may include, without limitation, the Israeli Protection of Privacy Law, 5741-1981, the General Data Protection Regulation (EU) 2016/679 (“GDPR”), and any other applicable data protection legislation.

“**ASQ Platform**” or “**System**” means ITNAV’s suite of contact center management and analytics tools, including but not limited to ASQreal (real-time monitoring), ASQflow (IVR flow management), ASQueue (outbound call management), ASQme (agent personal

utility), and ASQhistory (historical reporting), as well as any updates, enhancements, or modifications thereto.

“Customer Data” means all information processed or stored through the System by Customer or on Customer’s behalf.

“Documentation” means articles, user guides, videos, and other materials provided by ITNAV related to the use of the System.

“Genesys Cloud” means the Genesys Cloud CX platform and its associated AppFoundry marketplace.

“Order” means an order for access to the System that Customer executes, whether through the Genesys Cloud AppFoundry marketplace, through a direct agreement with ITNAV, or by any other means agreed to in writing by ITNAV.

“Term” is defined in Section 12.1 below.

“User” means any individual who uses the System on Customer’s behalf or through Customer’s account, whether authorized or not, including the Account Manager, Customer’s employees, agents, and authorized third parties.

2. USE OF THE SYSTEM

2.1 License Grant. Subject to the terms of this Agreement and during the Term, ITNAV grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the System pursuant to the terms of any outstanding Order, including such features and functions as the Order specifies.

2.2 Documentation. Customer may reproduce and use the Documentation solely as necessary to support Users’ use of the System.

2.3 Account Manager. At all times, Customer shall maintain an Account Manager and ensure that ITNAV has up-to-date contact information for such Account Manager. Customer shall promptly notify ITNAV of any change to the Account Manager.

2.4 System Revisions. ITNAV may revise the features and functions of the System at any time. ITNAV will use commercially reasonable efforts to notify Customer of material changes to the System.

2.5 Genesys Cloud Integration. The System is designed to integrate with and operate within the Genesys Cloud platform. Customer acknowledges that use of the System requires an active Genesys Cloud subscription, which is governed separately by Customer’s agreement with Genesys. ITNAV is not responsible for the availability, performance, or terms of the Genesys Cloud platform.

3. RESTRICTIONS ON USE

In addition to all other terms and conditions of this Agreement, Customer shall not:

- (a) transfer, sublicense, or otherwise make the System available to any third party except as expressly permitted herein;
- (b) modify, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the System;
- (c) access the System in order to build a competitive product or service, or to copy any ideas, features, functions, or graphics of the System;
- (d) engage in web scraping or data scraping on or related to the System, including collection or attempted collection of information through any software that simulates human activity or any bot or web crawler;
- (e) use the System in any manner that could damage, disable, overburden, or impair any server, network, computer system, or resource of ITNAV or Genesys;
- (f) violate any applicable local, state, national, or international law in connection with the use of the System; or
- (g) provide any service based on the System to third parties without ITNAV's prior written permission.

4. FEES AND PAYMENTS

4.1 Subscription Fees. Customer shall pay ITNAV the fees set forth in each Order (the "Subscription Fee") for each Term. Fees may be invoiced by ITNAV directly, through Genesys via the AppFoundry marketplace billing system, or through an authorized reseller, as specified in the applicable Order.

4.2 Fee Changes. ITNAV may increase its fee rates from time to time upon sixty (60) days' written notice to Customer, effective at the beginning of the next renewal term.

4.3 Payments and No Refunds. Customer shall pay all fees by the due dates set forth in the applicable Order or invoice. ITNAV may suspend Customer's access to the System if payment is not received by the due date. Except as expressly set forth in this Agreement, ITNAV will not be required to refund Subscription Fees under any circumstances.

4.4 Taxes. All amounts due under this Agreement are exclusive of any tax, tariff, duty, or assessment imposed by any government authority, including without limitation any sales, use, excise, value-added, or withholding tax (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on ITNAV's net income.

5. CUSTOMER DATA AND PRIVACY

5.1 Use of Customer Data. ITNAV shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System and provide the services contemplated by this Agreement. ITNAV shall exercise commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data.

5.2 Data Ownership. Customer retains all right, title, and interest in and to Customer Data. Unless specifically permitted by Customer, Customer's use of the System does not grant ITNAV any license to use, reproduce, adapt, modify, publish, or distribute Customer Data for ITNAV's commercial, marketing, or any similar purpose. Customer grants ITNAV permission to access, copy, distribute, store, transmit, reformat, and process Customer Data solely as required for the purpose of providing the System to Customer.

5.3 Data Processing. To the extent that ITNAV processes Personal Data on behalf of Customer, such processing shall be governed by a separate Data Processing Agreement ("DPA") between the parties, which shall be incorporated into this Agreement by reference. Customer and ITNAV are each responsible for ensuring compliance with Applicable Data Protection Laws.

5.4 Genesys Cloud Data. Customer acknowledges that the System accesses and processes data from Customer's Genesys Cloud environment. Customer is responsible for ensuring that it has all necessary rights and authorizations to permit the System to access such data.

6. INTELLECTUAL PROPERTY

6.1 ITNAV's Rights. ITNAV retains all right, title, and interest in and to the System, including all intellectual property rights therein. This Agreement does not convey to Customer any rights of ownership in or related to the System, its technology, or any intellectual property rights.

6.2 Feedback. Customer hereby grants ITNAV a perpetual, irrevocable, royalty-free right and license to use, incorporate, and otherwise exploit any feedback, suggestions, or ideas for improving or modifying any of ITNAV's products or services ("Feedback") provided by Customer. Feedback will not constitute Customer's confidential information or trade secret.

6.3 Trademarks. ITNAV, ASQ Platform, ASQreal, ASQflow, ASQueue, ASQme, ASQhistory, and the ITNAV logo are trademarks or trade names of ITNAV. Customer agrees not to display or use, in any manner, ITNAV's trademarks without ITNAV's prior written permission.

7. CONFIDENTIALITY

7.1 Definition. “Confidential Information” means any non-public information disclosed by either party to the other party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

7.2 Obligations. Each party agrees to: (a) maintain the other party’s Confidential Information in strict confidence; (b) not disclose such Confidential Information to any third party except as expressly permitted herein; and (c) use such Confidential Information only for the purposes of performing its obligations or exercising its rights under this Agreement.

7.3 Exceptions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to disclosure; (c) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; or (d) is lawfully received from a third party without restriction on disclosure.

8. WARRANTIES

8.1 ITNAV Warranty. ITNAV warrants that: (a) it has the legal power and authority to enter into this Agreement; (b) the System will perform materially in accordance with the Documentation; and (c) the System will not infringe any intellectual property right of any third party.

8.2 Customer Warranty. Customer warrants that: (a) it has the legal power and authority to enter into this Agreement; and (b) it will use the System in compliance with all applicable laws and regulations.

8.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, THE SYSTEM IS PROVIDED “AS IS” AND “AS AVAILABLE.” ITNAV EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ITNAV MAKES NO WARRANTY THAT THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

9. LIMITATION OF LIABILITY

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ITNAV BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF OR CAUSED BY CUSTOMER’S USE OF OR INABILITY TO USE THE SYSTEM, EVEN IF ITNAV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.2 IN NO EVENT SHALL ITNAV'S ENTIRE AGGREGATE LIABILITY TO CUSTOMER IN RESPECT OF THE SYSTEM, WHETHER DIRECT OR INDIRECT, EXCEED THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO ITNAV FOR THE SYSTEM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

9.3 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10. INDEMNIFICATION

10.1 By ITNAV. ITNAV shall indemnify, defend, and hold harmless Customer from and against any third-party claim that Customer's authorized use of the System infringes or misappropriates a third party's intellectual property rights, and shall pay any damages finally awarded against Customer or any settlement amounts agreed to by ITNAV.

10.2 By Customer. Customer shall indemnify, defend, and hold harmless ITNAV, its officers, directors, employees, and affiliates from and against any losses, damages, fines, and expenses (including reasonable attorney's fees) arising out of or relating to: (a) Customer's use of the System in violation of this Agreement or applicable law; (b) Customer Data; or (c) any claim by a third party related to Customer's use of the System.

11. THIRD-PARTY PLATFORM (GENESYS CLOUD)

11.1 Genesys Cloud Dependency. The System is designed to operate within and alongside the Genesys Cloud platform. ITNAV is not the creator, owner, or operator of Genesys Cloud. Customer's use of Genesys Cloud is governed by separate terms between Customer and Genesys Telecommunications Laboratories, Inc. or its affiliates.

11.2 No Genesys Warranty. ITNAV makes no representation or warranty regarding Genesys Cloud, its availability, performance, or compatibility. ITNAV shall not be liable for any loss or damage arising from the unavailability, modification, or discontinuation of Genesys Cloud or any changes to the Genesys Cloud APIs.

11.3 AppFoundry Marketplace. To the extent the System is obtained through the Genesys Cloud AppFoundry marketplace, Customer acknowledges that Genesys acts solely as a billing agent and marketplace operator. The terms governing Customer's use of the System are solely between Customer and ITNAV. Genesys is not a party to this Agreement.

12. TERM AND TERMINATION

12.1 Term. This Agreement commences on the Effective Date and continues for the initial subscription period specified in the applicable Order (the “Initial Term”). Thereafter, the Agreement shall automatically renew for successive periods equal to the Initial Term (each a “Renewal Term,” and together with the Initial Term, the “Term”), unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

12.2 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

12.3 Termination for Convenience. Customer may terminate this Agreement at any time by providing ITNAV with at least thirty (30) days’ prior written notice; provided that no refund of prepaid fees shall be due except as expressly set forth herein.

12.4 Effect of Termination. Upon termination or expiration of this Agreement: (a) Customer’s right to access and use the System shall immediately cease; (b) each party shall return or destroy all Confidential Information of the other party in its possession; and (c) ITNAV shall delete Customer Data within sixty (60) days following termination, unless longer retention is required by applicable law. ITNAV will provide Customer with reasonable opportunity to export Customer Data prior to deletion.

12.5 Survival. The following sections shall survive any termination or expiration of this Agreement: Sections 3, 5, 6, 7, 8.3, 9, 10, and 13.

13. GENERAL PROVISIONS

13.1 Notices. ITNAV may send notices related to this Agreement to the email address Customer has provided. Customer may send notices to ITNAV at Asqnow@asqnow.com.

13.2 Entire Agreement. This Agreement, together with any Orders and any DPA, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

13.3 Amendment. ITNAV may modify this Agreement upon notice to Customer at any time. If ITNAV makes significant changes that affect Customer’s rights, Customer will be provided with at least thirty (30) days’ advance notice. Customer’s continued use of the System after the effective date of any modification constitutes acceptance of the modified terms.

13.4 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

13.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

13.7 Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from circumstances beyond the reasonable control of that party, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, or disruptions to Internet connectivity or third-party cloud infrastructure.

13.8 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of law provisions. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the competent courts located in Israel.

13.9 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

13.10 Export Compliance. Customer shall comply with all applicable export and re-export control laws and regulations in connection with its use of the System.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this Agreement, please contact us:

ITNAV Ltd.

Email: Asqnow@asqnow.com

Phone: +441156549782

Website: www.asqnow.com