DEVNOSTICS SAAS LICENSE

Please read the terms and conditions of these terms of service ("**Terms**") carefully before using the Devnostics platform (the "**Program**") to which access is granted hereunder. By signing the Order Form, you agree that these terms are a legally binding agreement between you (hereinafter, "**You**") and **Devnostics Ltd.**, including any of its affiliates (collectively "**Devnostics**"). If you do not agree to the terms hereunder, You may not access, run or use the Program in any way.

1. Right to Use the Program. Devnostics ("**Licensor** ") hereby grants You a non-exclusive, revocable, non-sublicensable, non transferable right to use the Program (the "**License**") by the means provided for such use by Licensor (whether online through the Devnostics platform, or installed by You on your system) only and for the term of this License and any subscription purchased, only internally within your organization, and only in accordance with the documentation accompanying the Program, as authorized in these Terms.

2. Third Party Software. The Program uses or may be provided with third party proprietary software and/or components distributed under third party agreements ("**Third Party Software**"). To the extent so provided by the license that governs the use of each Third-Party Software ("**Third Party EULA**"), each item of Third-Party Software is subject, in addition to these Terms, to its own Third-Party EULA. You acknowledge and agree that You are bound by the Third Party EULAs, whether or not You have actively confirmed the acceptance of such Third Party EULAs upon the installation of the Third-Party Software used in conjunction with the Program. If, and to the extent, a Third Party EULA requires that these Terms effectively impose, or incorporate by reference, certain disclaimers, notices, certain provisions, prohibitions or restrictions, then such disclaimers, notices, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into these Terms, as required and shall supersede any conflicting provision of these Terms, solely with respect to the corresponding Third Party Software which is governed by such Third Party EULA.

3. Limitations on Use. The Program is provided as a single product together with the Third-Party Software. They may not be separated for use. Other than the rights expressly set forth in Section 1 above, no other right or interest whatsoever in or to the Program or otherwise, is hereby transferred or granted to You. Without limiting the foregoing, You may not: (i) reverse engineer, decompile, disassemble or in any other manner decode the Program, or any part thereof; (ii) modify or revise the Program, or any part thereof, or otherwise use parts, or create derivative works or any enhancement or adaptations based on the Program, or any part thereof; (iii) assign, sublicense, resell, or otherwise transfer or share your rights under these Terms, or otherwise provide access to others to use the Program, except as expressly authorized by Licensor in writing; any attempt to do so shall be void; (iv) breach any security mechanism of the Program or identify or attempt to identify any security vulnerabilities therein; (v) work around or circumvent any technical limitations in the Program; or (vi) use any tool or other means to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Program or for which You have not paid a license fee; (vii) distribute, disclose or allow use of the Program in any format except as expressly authorized by Licensor in writing or (viii) permit or encourage any third party to do any of the foregoing. These Terms shall automatically terminate upon the occurrence of any of the events set forth in subsections (i)-(viii). You shall ensure the compliance of your activities and You use of the Program with all applicable laws and regulations, in any relevant jurisdiction.

4. Account Security. You and Your users are responsible for maintaining the confidentiality of all logins and passwords and You shall be responsible and liable for any access to or use of the Program by anyone using any login and password, whether or not such access or use has been authorized by You.

Data Protection. Each party will comply with its respective obligations with respet to the processing of personal data, in accordance with the Data Processing Addendum signed by the parties. .

5. Customer Data. Customer Data, and all worldwide Intellectual Property Rights therein, are, as between Licensor and You, Your exclusive property. You grant Licensor a non-exclusive, sublicensable, transferable, worldwide, royalty-free and fully paid license to process and use the Customer Data as necessary for purposes of providing the Program and as otherwise permitted in this License. You warrant that You are the owner or legal custodian of, or otherwise has the right and has or will obtain the necessary permissions, valid consents and releases to lawfully transmit, store and use all Customer Data in connection with the Program and to grant the rights granted to Licensor under this License. "**Customer Data**" means any data, information, programs, documentation and other content provided or transmitted by You to the Program.

6. Feedback. In the event that You provide any comments or suggestions in connection with the Program, whether written or oral (collectively, the "**Feedback**"), Licensor, in its sole discretion, shall be entitled to use the Feedback without restriction, and such Feedback will not be treated as confidential. You hereby grant Licensor, a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into DL's products and services.

7. Aggregated Data. Licensor may collect and derive from Customer Data aggregated data that does not identify You, any third party entity or any natural persons, and use and disclose such aggregated data for Licensor's legitimate business purposes, which may include but is not limited to Program improvement, service and product development, research and marketing.

8. Disclaimer of Warranty. Except for the maximum extent warranty that may be permitted by applicable law, Licensor provides the Program **AS IS AND WITH ALL FAULTS**, and hereby disclaims all other warranties and conditions, either express, implied, or statutory, including, but not limited to, any implied warranties, duties or conditions of merchantability, fitness for a particular purpose or non-infringement. Licensor does not warrant that the Program is error or bug-free or that the operation of the Program will be secure or uninterrupted.

9. No Liability For Results And Use. You acknowledge that use of the Program by and on Your behalf, and the use of any Data, information, analyses and other data or output generated by the Program or resulting therefrom, is at Your sole risk and that You shall be solely responsible in connection with such use and the results thereof, including but not limited to any decisions based upon interpretations, recommendations analyses and conclusions derived from such use. You assume sole and exclusive responsibility for assessing the risks, advantages and consequences of using the Program, and for all consequences resulting from such use and from the use of any data, information, analyses and other output generated by the Program or resulting therefrom.

10. Limitation of Liability; Indemnification. To the maximum extent allowed by law, neither party shall be liable for any indirect, special, consequential or punitive damages whatsoever, (including but not limited to damages for loss of business, loss of profits, loss of use, data, goodwill or for business interruption), arising out of or in connection with the use of or inability to use the Program or any part thereof, even if such party has been advised of the possibility of such damages and shall not be liable for damages resulting from automatic disabling of the Program upon termination of the License. In any event, and without derogating from

the aforesaid, the aggregate liability of any of the arties hereunder or otherwise with respect to or in connection with these Terms shall be limited to the fees actually paid and payable by You to Licensor in the twelve (12) month period preceding the event giving rise to the claim, regardless of the legal or equitable theory on which the claim or liability is based, and whether or not such party was advised of the possibility of such loss.

11. <u>Intellectual Property</u>. You acknowledge and agree that the Program is a proprietary product of Licensor and is protected under copyright laws and other Intellectual Property Rights. You further acknowledge and agree that between You and Licensor all Intellectual Property Rights in and to the Program or any part thereof are and shall remain with Licensor. These Terms do not convey to You an interest in or to the Program or any part thereof, but only a limited right of use revocable in accordance with the terms of this License. "**Intellectual Property Rights**" means any and all of the following and all rights in, arising out of, evidenced by or associated with: (i) all inventions, developments and discoveries (whether patentable or not), improvements, trade secrets, proprietary information, know how, technology, software, source code, object code, technical data, and all documentation in any media embodying or evidencing any of the foregoing, (ii) copyrights, copyright registrations and applications therefor, (iii) worldwide patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, (iv) trademarks, service marks, trade names, domain names, logos, goodwill, and (v) any corresponding or equivalent rights to any of the foregoing, whether registered or not, anywhere in the world; any names, logos and other identifying marks included in or associated with the Program or any related documents, identifying Licensor or its products are trademarks of Licensor. This License does not grant any right, title or interest in connection with any trademarks, domain names or other identifying marks or elements owned by Licensor or any third party and You agree that no such right, title or interest shall be asserted by You and shall remain with Licensor.

12. <u>Confidentiality; Security</u>. For the purpose of these Terms, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally, in non-tangible form 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.. Confidential Information shall not include (i) publicly available information or information independently developed by the Receiving Party without reference to or making use of Confidential Information; or (ii) is rightfully obtained by the Receiving Party from a third party without restrictions on use or disclosure. The Receiving Party agrees to limit access to Confidential Information to authorized employees who have a substantial need to know the Confidential Information and not to disclose, publish or transfer such Confidential Information in whole or in part, to any third party or authorize anyone else to do so without the prior written approval of the Disclosing Party. The Receiving Party will safeguard any Confidential Information with the same care as the Receiving Party would safeguard its own confidential information, but with no less than reasonable care. If the Receiving Party shall be compelled to disclose any Confidential Information due to any applicable law, the Receiving Party will promptly inform the Disclosing Party in writing of such disclosure requirement and the Receiving Party will limit the disclosure only to that extent which is legally required. The Receiving Party acknowledges and agrees that any unauthorized use or disclosure of the Confidential Information may be a violation of the Disclosing Party's trade secrets and may cause the Disclosing Party irreparable injury for which there is no adequate remedy at law and agree that the Disclosing Party may be entitled to obtain immediate injunctive relief prohibiting such violation in addition to any other rights and remedies available to it. The Receiving Party agrees that its obligations according to this Clause 12 shall be effective during the term of these Terms and thereafter in perpetuity.

13. <u>Term</u>. This License shall enter into effect on the date specified in the Order Form and terminate pursuant to the terms set forth in the Order Form. Immediately upon any termination or expiration of these Terms, You must permanently cease, and cause any other person acting on its behalf to so cease, any and all uses of the Program. In addition, upon termination, Your access to the Program may or may not automatically disable itself. Termination of these Terms will be in addition to, and not in lieu of, any equitable or other remedies available to Licensor. The following Clauses of these Terms shall survive any termination for any reason whatsoever or expiration thereof: 2-15.

14. <u>Miscellaneous</u>. Any attempt by You to sublicense, assign or transfer any of the rights, duties or obligations hereunder other than in accordance with the terms of these Terms shall be void *ab initio*. Nothing herein shall be interpreted as preventing Licensor from assigning or transferring all or any part of its rights or obligations hereunder to a third party. Nothing in this License will be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent. Should any term of these Terms be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

15. <u>Governing Law; Jurisdiction</u>. These Terms shall be construed and governed solely in accordance with laws of Israel without regard to its conflict of law's provisions. The parties hereby submit to the exclusive jurisdiction of the competent courts of Tel Aviv-Yafo.