

End User License Agreement

This End User License Agreement constitutes a valid and binding agreement between SecuPi Security Solutions Ltd., an Israeli corporation, whose address is 5 HaTidhar St. Ra'anana, Israel ("**SecuPi**") and the customer set forth in the Order Form (as defined below) ("**End User**") effective as of the date of the execution of the Order Form (the "Effective Date").

1. SOFTWARE LICENSE.

1.1. **LICENSE GRANT.** Subject to the terms and conditions of this Agreement, SecuPi hereby grants to the End User, a non-exclusive, non-sublicensable right and license to use the on-premises version of SecuPi' application software product, as designated in the Order Forms ("**License**" and the "**Software**" respectively) for internal business purposes only for the quantity of units in the Order. The End User will be entitled to use the Software under the License in accordance with the Software specifications and documentation supplied by SecuPi (the "**Documentation**").

For the purpose of this Agreement the term "**Order Form**" shall mean a purchase order or any other ordering document or agreement that references this Agreement executed by SecuPi and End User for the purchase of license to the Software by End User and will form part of this Agreement. Each Order Form will indicate which type of License the End User will be granted.

1.2. **RESTRICTIONS ON USE.** Except as otherwise expressly provided in this Agreement, End User shall not (and shall not permit any third party to): (a) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, make any external commercial use of, outsource, use on a timeshare or service bureau, or use in an application service provider or managed service provider environment, or otherwise generate income from the Software; (b) copy the Software onto any public or distributed network, except for an internal and End User cloud computing environment (such as Amazon Cloud); (c) cause the decompiling, disassembly, or reverse engineering of any portion of the Software, or attempt to discover any source code or other operational mechanisms of the Software (except where such restriction is expressly prohibited by law without the possibility of waiver, and then only upon prior written notice to SecuPi); (d) modify, adapt, translate or create derivative works based on all or any part of the Software; (e) modify any proprietary rights notices that appear in the Software or components thereof; (f) use any Software in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations) or outside of the license scope set forth in Section 1.1; or (g) use the Software to (1) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware, or (2) interfere with or disrupt the integrity or performance of third party systems, or the Software or data contained therein, or (3) attempt to gain unauthorized access to the Software or SecuPi' systems or networks. End User shall not export or re-export, directly or indirectly, any Software or technical data or any copy, portions or direct product thereof (i) in violation of any applicable laws and regulations, (ii) to any country for which any government, or any agency thereof, at the time of export requires an export license or other governmental approval, including Cuba, Libya, North Korea, Iran, Iraq, or Rwanda, without first obtaining such license or approval.

1.3. **UNAUTHORIZED USE.** End User shall notify SecuPi promptly of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Software. End User is responsible for use of the Software by any and all employees, contractors, or other users that it allows to access the Software.

1.4. **MAINTENANCE AND SUPPORT.** "Support" is defined as SecuPi' obligations to respond to support requests as described in Exhibit A (Enterprise Support). "Maintenance" means SecuPi' obligations related to error resolution, bug fixes and the provision of updates and upgrades made generally commercially available by SecuPi in its sole discretion, all as described in Exhibit A. SecuPi will provide Maintenance and Support for the Software, for trial licenses, subject to payment of the Maintenance and Support Fees, SecuPi will provide Support for the Maintenance and Support period set forth in the Order Form, as it may be renewed (the "Maintenance and Support Term").

2.CONFIDENTIALITY

2.1. SCOPE AND RESTRICTIONS. "Confidential Information" means all information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. The terms of this Agreement, the Software, any technical or other Documentation relating to the Software, logins, passwords and other access codes and any and all information regarding SecuPi' business, products and services are the Confidential Information of SecuPi. The Receiving Party will: (i) not use the Disclosing Party's Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 2; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Further, this Section 2 will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

2.2. EQUITABLE RELIEF. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity.

3.PROPRIETARY RIGHTS.

SecuPi and its suppliers own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark and all other intellectual property rights, in and to the Software and the results of any Services. End User acknowledges that the rights granted under this Agreement do not provide End User with title to or ownership of the Software. Certain "free" or "open source" based software (the "FOSS Software") and third party software included with the Software (the "Third Party Software") is provided with the Software but is not considered part of the Software hereunder. With respect to Third Party Software included with the Software, such Third Party Software suppliers are third party beneficiaries of this Agreement. End User's use of such FOSS Software is subject to the terms of the licenses set forth on such webpage.

4.TERM AND TERMINATION.

The term of this Agreement begins on the Effective Date and will remain in force until this Agreement is terminated in accordance with the **terms of the Order Form referencing this Agreement** / **[the lapse of __ months]** (the "Initial Term"). The Agreement shall be renewed to additional **__ months** subject to the Parties good faith negotiation regarding the License Fees which shall be adjusted to reflect fair market value (the "Renewal Term" and together with the "Initial Term" – the "Term").

4.1. If either party commits a material breach of this Agreement, and such breach has not been cured within thirty (30) days after receipt of written notice thereof, the non-breaching party may terminate this Agreement within thirty (30) days as of the end of the period provided to cure such breach. Either party may also terminate this Agreement if a receiver, trustee or liquidator has been appointed over the assets of the other party, in whole or in part, or an application for such appointment has been filed and has not

been cancelled within 30 days, or in the event that any request has been made for an arrangement with creditors or for an order freezing all proceedings.

4.2. Upon expiration or termination of this Agreement for any reason, (i) with respect to subscription licenses, all rights granted to End User shall terminate and End User shall destroy any copies of the Software and Documentation within End User's possession and control; (ii) with respect to trial licenses, these will survive termination of this Agreement unless SecuPi terminates the Agreement for End User's breach of this Agreement in which case all rights granted to End User shall terminate and End User shall destroy any copies of the Software and Documentation within End User's possession and control; and (iii) each Receiving Party will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Receiving Party's possession or control. All fees that have accrued as of such expiration or termination, and Sections 1.2, 1.3, 1.4, 2, 3, 4, 5, 6.2 and 7 through 10, will survive any expiration or termination hereof.

4.3. Notwithstanding the foregoing, the Parties shall promptly attempt to resolve through good faith negotiation any dispute or disagreement (including in case that a breaching party claiming it did not breach the terms hereunder) between them relating to this Agreement. Each of the Parties may escalate the dispute or disagreement, for the relevant executives of each Party; and if such executives fail to reach a consensus within 7 days, the matter shall be escalated to their managers ("Lead Executives"). If the dispute is not resolved according to the process described above, the Parties may refer the dispute to arbitration in accordance with Section 11 below but will not initiate such proceedings for the resolution of the dispute until the earlier of: (a) the Lead Executives' joint written conclusion that amicable resolution through continued negotiation is unlikely; (b) 30 days after the matter was escalated to the Lead Executives; or (c) 30 days before the statute of limitation period governing any such cause of action relating to such dispute would expire.

5.WARRANTIES.

5.1. LIMITED WARRANTY. The limits below will not apply to the extent prohibited by applicable law. SecuPi warrants that during the first sixty (60) days following the date the Software is purchased (the "**Warranty Period**"), the Software will, in all material respects, conform to the functionality described in the then-current Documentation for the applicable Software version. SecuPi's sole and exclusive obligation, and End User's sole and exclusive remedy, for a breach of this warranty shall be that SecuPi shall be required to use commercially reasonable efforts to repair or replace the Software to conform in all material respects to the Documentation, and if SecuPi is unable to materially restore such functionality within sixty (60) days from the date of written notice of such breach, End User shall be entitled to terminate the license to the affected Software upon written notice and SecuPi shall promptly provide a pro-rata refund of the Software license fees that have been paid in advance for the remainder of the Warranty Period for the applicable Software (beginning on the date of termination). End User must notify SecuPi in writing of any warranty breaches within such Warranty Period, and End User must have installed and configured the Software in accordance with the Documentation to be eligible for the foregoing remedy.

5.2. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION , ALL SOFTWARE, DOCUMENTATION, MAINTENANCE AND SUPPORT AND SERVICES ARE PROVIDED "AS IS" AND SECUPI AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SOFTWARE. SECUPI EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SOFTWARE, DOCUMENTATION, MAINTENANCE AND SUPPORT, OR SERVICES. SecuPi is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and End User acknowledges that the Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities. The Software is not fault-tolerant and is not designed or intended for use in hazardous environments (each, a "**High Risk Use**"). SecuPi expressly disclaims any express or implied warranty or representation of fitness for High Risk

Use. SecuPi shall not be liable to End User for any loss, damage or harm suffered by End User that is directly or indirectly caused by End User's unauthorized use of the Software.

6. INDEMNIFICATION.

6.1. BY SECUPI. SecuPi agrees at its expense to defend End User against (or, at SecuPi's option, settle), any third party claim to the extent such claim alleges that the Software infringes or misappropriates any patent, copyright, trademark or trade secret of a third party, and SecuPi shall pay all costs and damages finally awarded against End User by a court of competent jurisdiction as a result of any such Claim. In the event that the use of the Software is, or in SecuPi's sole opinion is likely to become, subject to such a Claim, SecuPi, at its option and expense, may (a) replace the applicable Software with functionally equivalent non-infringing technology, (b) obtain a license for End User's continued use of the applicable Software, or (c) terminate the license and provide a pro-rata refund of the Software license fees that have been paid in advance for the remainder of the Term for the applicable Software (beginning on the date of termination). The foregoing indemnification obligation of SecuPi will not apply: (1) if the Software is modified by End User or its agent; (2) if the Software is combined with other non-SecuPi products, applications, or processes, but solely to the extent the alleged infringement is caused by such combination; or (3) to any unauthorized use of the Software. The foregoing shall be End User's sole remedy with respect to any claim of infringement of third party intellectual property rights.

6.2. BY END USER. End User agrees to defend, at its expense, SecuPi and its affiliates, its suppliers and its resellers against any third party claim to the extent such claim arises from or is made in connection with End User's breach of Section 1 or End User's negligence or willful misconduct, and End User shall pay all costs and damages finally awarded against SecuPi by a court of competent jurisdiction as a result of any such claim.

6.3. INDEMNIFICATION REQUIREMENTS. In connection with any claim for indemnification under this Section 6, the indemnified party must promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify, provided, however, that the failure to provide such notice shall not relieve the indemnifying party of its obligations under this Section 6, except to the extent that such failure materially prejudices the indemnifying party's defense of such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall control the defense and all negotiations related to the settlement of any such claim. Any such settlement intended to bind either party shall not be final without the other party's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that End User's consent shall not be required when SecuPi is the indemnifying party if the settlement involves only the payment of money by SecuPi.

7. LIMITATION OF LIABILITY.

7.1. EXCEPT FOR LIABILITY ARISING OUT OF END USER'S BREACH OF SECTION 1.2 (RESTRICTIONS ON USE) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF REVENUES OR PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. EXCEPT FOR LIABILITY ARISING OUT OF END USER'S BREACH OF SECTION 1.2 (RESTRICTIONS ON USE), NEITHER PARTY'S LIABILITY FOR ANY DAMAGES (WHETHER FOR BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY, OTHER TORTS OR OTHERWISE) UNDER THIS AGREEMENT SHALL EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID (PLUS FEES PAYABLE) TO SECUPI DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

The limits above will not apply to the extent prohibited by applicable law.

8.FORCE MAJEURE.

Except for payment obligations, neither party hereto will be liable for defaults or delays due to acts of God, or the public enemy, acts or demands of any government or governmental agency, fires, earthquakes, floods, accidents, or other unforeseeable causes beyond its reasonable control and not due to its fault or negligence.

9.DISPUTE RESOLUTION.

Any dispute shall be exclusively referred to and finally resolved by binding arbitration conducted by one (1) arbitrator, in accordance with the rules of the International Court of Arbitration ("ICC"). In the event that the Parties are not able to agree upon the arbitrator's decision within thirty (30) days of a request by either Party to appoint such arbitrators, the arbitrator will be appointed at the request of either Party by the ICC. The situs of all arbitration proceedings shall be Tel Aviv, Israel, unless the Parties agree in writing to another situs. All arbitration proceedings and records shall be in English. The arbitration award and/or determination shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction. The arbitration proceedings contemplated by this section shall be as confidential and private as permitted by law. To that end, the parties shall not disclose the existence, content or results of any proceedings conducted in accordance with this section, and materials submitted in connection with such proceedings shall not be admissible in any other proceeding, provided, however, that this confidentiality provision shall not prevent a petition to vacate or enforce an arbitral award, and shall not bar disclosures required by law.

10. MISCELLANEOUS.

10.1. This Agreement shall be governed by and construed under the laws of Israel.

10.2. Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

10.3. This Agreement and its exhibits, together with the Order Form(s) and any statements of work incorporating this Agreement, if applicable, represent the entire agreement between the parties and supersede any previous or contemporaneous oral or written agreements or communications regarding the subject matter of this Agreement.

10.4. The person signing or otherwise accepting this Agreement for End User represents that s/he is duly authorized by all necessary and appropriate corporate action to enter this Agreement on behalf of End User.

10.5. Any modification to this Agreement must be in writing and signed by a duly authorized agent of both parties.

10.6. This Agreement shall control over additional or different terms of any purchase order, confirmation, invoice, statement of work or similar document (other than an SecuPi Order Form, which will take precedence), even if accepted in writing by both parties, and waivers and amendments to this Agreement shall be effective only if made by non-pre-printed agreements clearly understood by both parties to be an amendment or waiver to this Agreement.

10.7. For purposes of this Agreement, "including" means "including without limitation."

10.8. The rights and remedies of the parties hereunder will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity.

10.9. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or use of the Software.

10.10. SecuPi reserves the right to perform its obligations from locations and/or through use of affiliates and subcontractors, worldwide, provided that SecuPi will be responsible for such parties.

10.11. End User may not assign this Agreement without the prior written approval of SecuPi and any purported assignment in violation of this section shall be void, except for an assignment to End User's affiliates; SecuPi may assign, transfer or subcontract this Agreement in whole or in part. Upon any assignment of this Agreement by End User that is approved by SecuPi, any licenses that contain an "unlimited" aspect will, with respect to End User or the successor entity, as applicable, be capped at the number of authorized Software units in use immediately prior to such assignment.

10.12. End User agrees that SecuPi may refer to End User by its trade name and logo, and may briefly describe End User's business, in SecuPi's marketing materials and website.

SecuPi may give notice to End User by electronic mail to End User's email address on record in End User's account information, or by written communication sent by first class mail or pre-paid post to End User's address on record in End User's account information. End User may give notice to SecuPi at any time by any letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to SecuPi at the following address or such other address as may be notified to End User from time to time: SecuPi Security Solutions, Ltd5 HaTidhar St. Ra'anana, Israel, Attn: Legal Department. Notice under this Agreement shall be deemed given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Accepted and approved:

[]

[End User]

Date

EXHIBIT A

ENTERPRISE SUPPORT

GENERAL REQUIREMENTS.

SecuPi will provide access to email address (support@secupi.com) and email communication will be in place until the integration of the software has been successfully completed and accepted by End User. The email address will be available twenty-four (24) hours per day, seven (7) days per week. The email account will be maintained by qualified support specialists, who shall use commercially reasonable efforts to answer questions and resolve problems regarding the Software.

SecuPi will provide support to the End User as set forth in this Exhibit A, for the period set in the Order Form (the "SLA Period").

HOURS OF OPERATION.

Support is available during business hours based on Central European time including any and all statutory holidays. In the event where European markets on [British]/[Eastern] standard time procure products and services under this Agreement, support will be available during business hours based on [British]/[Eastern] standard time including any and all statutory holidays.

ERROR CLASSIFICATION.

Any reported errors are classified in the following manner, in each case when caused by the Software:

Error Classification	Criteria
=====	=====
Urgent	End User production application is down or there is a major malfunction, resulting in a business revenue loss and impacting the End User application functionality for a majority of users.
High	Critical loss of End User application functionality or performance, impacting the application functionality for a high number of users.
Normal	Moderate loss of End User application functionality or performance, impacting multiple users.
Low	Minor loss of End User application functionality or product feature in question.

ERROR DEFINITION.

An "error" means a reproducible malfunction in the Software that is reported by End User through SecuPi' ticketing system that prevents the Software from performing in accordance with the operating specifications described in the then-current Documentation.

AUTHORIZED SUPPORT CONTACTS.

Maintenance and Support will be provided solely to End User's designated support contacts who have the right level of expertise to open a ticket to SecuPi. The Order Form must indicate a maximum number of up to two designated support contacts for End User's service level. End User will provide its designated support contacts, including its primary email address.

END USER'S OBLIGATION TO ASSIST.

If End User reports a purported error in the Software to SecuPi, SecuPi's ticketing system will request from the End User to share the following minimum information:

- A general description of the operating environment
- A list of all hardware components, operating systems and networks
- A reproducible test case
- Any log files, trace and systems files

End User's failure to provide this information may prevent or significantly delay SecuPi's ability to identify and fix the reported error. SecuPi's time to respond to any error will begin when SecuPi has received all requested information from the End User and is able to reproduce the error.

ERROR RESOLUTION.

During the SLA period, SecuPi shall repair an error in the version of the Software that End User is currently using. Following the SLA Period If SecuPi determines there is an error in the Software, SecuPi may, at its sole option repair that error in the version of the Software that End User is currently using, or instruct End User to install a newer version of the Software with that error repaired. SecuPi reserves the right to provide End User with a workaround in lieu of fixing an error.

SOFTWARE UPDATES AND UPGRADES. End User must be current on maintenance fees in order to receive access to Maintenance.

RESPONSE TIME. SecuPi shall respond to error tickets in accordance with the tables set forth below. SecuPi will use commercially reasonable means to repair the error and keep End User informed of progress. SecuPi makes no representations as to when a full resolution of the error may be made.

Error	Initial Response	Manager Escalation	VP Escalation	Email Status Updates
=====	=====	=====	=====	=====
Urgent	1 hour	1 Business Day	1 Week	Daily
High	2 Hours	1 Week	2 Weeks	Weekly
Normal	1 Business Day	Quarterly Review	None	None
Low	2 Business Days	Semi-Annual Review	None	None

Maintenance and Support Policy: The Maintenance and Support policy is as follows: SecuPi provides Maintenance and Support for each version of the Software for a period of twelve (12) months after the generally available release of the next major version of the Software (a major release is a change in the first number to the right of the decimal point). Such period shall be extended if required by the End User, at a premium fee, according to the terms that will be agreed in writing by the Parties. SecuPi does not provide Maintenance or Support for any customized third party software (or components thereof). For third party software or technology used by End User with the Software but not included with the Software (a "Platform", such as Java Virtual Machines), SecuPi will follow the end-of-life ("EOL") support timeline announced by the third party vendor of such Platform. SecuPi will stop providing Maintenance and Support for an EOL'd Platform version when the Platform vendor stops providing maintenance and support for that Platform version.