

AGUR INFORMATION SYSTEMS LTD.
END USER LICENSE AGREEMENT

IMPORTANT NOTICE - PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING THE APPLICABLE ORDER FORM OR DOWNLOADING OR INSTALLING THE SOFTWARE. THE USE OF THE **SPEEDBASE SOFTWARE** (the “**Software**”) SUPPLIED BY AGUR INFORMATION SYSTEMS LTD. (“**Agur**”) IS, AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

Entering into this Agreement. This End User License Agreement constitutes a valid and binding agreement between Agur and you, as a user, for the use of the Software. In order to install and/or use the Software you must enter into this Agreement by signing the applicable order form and/or by continuing to install or use the Software . You hereby agree and acknowledge that this Agreement covers all your use of the Software, whether it be from this installation or from any other terminals where the Software has been installed, by you or by third parties. Furthermore, by installing and continuing to use the Software you agree to be bound by the terms of this Agreement as may be amended from time to time.

Electronic Signatures and Agreement(s). You acknowledge and agree that by signing the applicable order form and/or installing the Software, you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Software. Furthermore, you hereby waive any rights or requirements under any law or regulation in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under any applicable mandatory law.

1. **Title & Ownership.** THIS IS A LICENSE AGREEMENT AND NOT AN AGREEMENT FOR SALE. The Software, including any revisions, corrections, modifications, enhancements, derivative works, updates and/or upgrades thereto, and the related documentation, ARE NOT FOR SALE and are and shall remain Agur’s sole property. All intellectual property rights (including, without limitation, patents, copyrights, trade secrets, trademarks, and/or any application thereof) evidenced by or embodied in and/or attached/connected/related to the Software, but except for third parties' software embodiments as defined below, are and shall be owned solely by Agur. This Agreement does not convey to you an interest in or to the Software but only a limited right of use revocable in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of Agur’s intellectual property rights under any law. You acknowledge and agree that any unauthorized use of the intellectual property rights is a violation of this Agreement as well as a violation of any applicable intellectual property laws, including without limitation, copyright laws and trademark laws.
2. **License.** Subject to the full payment of the applicable license fees, Agur hereby grants to you, and you hereby accept, a personal, non- assignable, non-sub-licensable, non-exclusive, revocable, limited license to: (i) install the Software solely on the same number of servers and computers for which you have paid a license fee; and (ii) use the Software, for the same period for which you have paid a license fee, in executable form only, on server/s and computer/s located at your own place of business only, solely for the purpose contained in this Agreement, in accordance with Agur’s instructions. You hereby grant to Agur and its distributors a worldwide, non-exclusive, non-transferable, royalty free license to copy, display, use, and/or advertise your name, trademarks and logos for the purpose of promoting

and marketing the Agur's products and services.

3. **Prohibited Uses.** You agree not to (i) use the Software not in accordance with this Agreement and/or Agur's instructions; and/or (ii) sell, license, lease, assign, transfer, sublicense, distribute, pledge or share your rights under this Agreement with/to any third party; and/or (iii) undertake, cause, permit or authorize the modification, creation of derivative works, translation, decompiling, decrypt, disassembling, reverse engineer, revise, enhance, hacking or otherwise the Software, or attempt to discover the Software's source code or non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces) of the Software or any part thereof; and/or (iv) make any copy of the Software and/or use any permitted back-up or archival copies of the Software (or allow someone else to use such copies) for any purpose other than to replace an original copy if it is destroyed or becomes defective; and/or (v) publish or transmit any robot, virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Software or any part thereof.
4. **Support and Maintenance.** The support and maintenance services to be provided by Agur to you, shall be as described in the applicable agreement. Agur reserves the right to periodically update the terms of the support and maintenance services (the "**Support Terms**"), at its sole discretion and without prior notice. You are required to check these Support Terms, from time to time. Any change to these Support Terms shall be binding, as of the date of its publication by Agur. The support and maintenance services shall automatically terminate upon the termination or expiration of this Agreement without additional notices.
5. **Confidentiality.**
 - 5.1 During the term of this Agreement, Agur (the "**Disclosing Party**") may disclose certain Confidential Information to you (the "**Receiving Party**"). "**Confidential Information**" includes information, in whatever form, including without limitation: technical information such as computer programs, characterization, formulae, algorithms, process, performance, interface information, including commands, format, syntax and semantics, defects, bugs, business information, including future product information, basic concepts, marketing and sales information, sales volume, financial, pricing and accounting information. Confidential Information does not include any information which, as the Receiving Party can demonstrate by written records: (i) was already known to Receiving Party free of any obligation to keep it confidential at the time of its disclosure by the Disclosing Party; (ii) is or becomes publicly known through no wrongful act of Receiving Party; (iii) is rightfully received from a third party having no confidentiality obligation with respect to such information; (iv) was acknowledged in writing by the Disclosing Party to be non-confidential prior to any disclosure thereof; or (v) is required or compelled by law to be disclosed, provided that the Receiving Party gives reasonable prior written notice to Disclosing Party to allow it to seek protective or other court orders.
 - 5.2 The Receiving Party shall refrain from using or exploiting any and all Confidential Information for any purposes or activities other than those specifically authorized in this Agreement. Except as otherwise specifically permitted herein or pursuant to written permission of the Disclosing Party: (i) The Receiving Party represents and warrants that it will hold Confidential Information in strict confidence and protect the Confidential Information with no less than the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose; (ii) The Receiving Party shall not disclose or facilitate disclosure of

Confidential Information of the Disclosing Party to anyone except its employees who need to know such information for the purposes set forth in this Agreement and to the extent they need to know, and provided all such employees comply with obligations similar to the obligations hereunder with respect to the Confidential Information; and (iii) Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party undertakes to return to the Disclosing Party, or destroy, any Confidential Information belonging to the Disclosing Party

- 5.3 If the Receiving Party discloses, loses or is unable to account for any Confidential Information of the Disclosing Party, the Receiving Party promptly will (a) notify the Disclosing Party upon becoming aware thereof, and (b) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the impact of such situation.
- 5.4 A material breach of this Section 5 by the Receiving Party (the “**Breaching Party**”) would cause the Disclosing Party an irreparable harm for which the Disclosing Party has no adequate remedies at law. Accordingly, the Disclosing Party will be entitled to seek specific performance or immediate injunctive relief for any such breach, in addition to any other remedies available to the Disclosing Party according to any applicable law and according to this Agreement.
- 5.5 The Receiving Party's confidentiality obligations with respect to the Disclosing Party's Confidential Information shall continue after the termination of this Agreement for an unlimited period, subject to the terms hereof.
6. **Your Representations and Warranties.** You represent and warrant that you are authorized to enter into this Agreement and comply with its terms. Furthermore, you represent and warrant that you will at any and all times meet with your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Software.
7. **Limited Warranty.** Agur warrants, for your sole benefit, that (i) the Software, when and as delivered to you, and for a period of ninety (90) days following the date of installment (the “**Warranty Period**”) will perform in substantial compliance with the applicable order form, provided that it is used in accordance with this Agreement and Agur’s instructions. You shall be entitled to purchase technical support services via the applicable agreement.
8. **Warranty Disclaimer.** AGUR DOES NOT WARRANT THAT THE SOFTWARE WILL COMPLETELY MEET YOUR REQUIRMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT ALLOWED BY LAW, AGUR EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO AGUR’S DEALER, DISTRIBUTOR, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. IF ANY MODIFICATION IS MADE TO THE SOFTWARE BY YOU DURING THE WARRANTY PERIOD, OR IF YOU VIOLATE ANY OF THE TERMS OF THIS AGREEMENT OR AGUR’S INSTRUCTIONS, THEN THE WARRANTY IN SECTION 7 ABOVE, SHALL IMMEDIATELY BE TERMINATED. FURTHER, THE WARRANTY SHALL NOT APPLY IF THE SOFTWARE IS USED ON, OR IN CONJUNCTION WITH, HARDWARE OR SOFTWARE OTHER THAN AS DESCRIBED IN THE THIS AGREEMENT AND/OR AGUR’S INSTRUCTIONS.
9. **Limitation of Remedies.** In the event of a breach of the warranty set forth above, Agur's sole

obligation shall be, at Agur's sole discretion: (i) to replace or repair the Software, or component thereof, that does not meet the foregoing limited warranty, free of charge; or (ii) to terminate this Agreement and refund the license fee paid by you for the Software. Any replacement or repaired component will be warranted for the remainder of the original Warranty Period, or for 30 days, whichever is longer. Warranty claims must be made in writing during the Warranty Period and within seven (7) days of the observation of the defect accompanied by evidence satisfactory to Agur.

10. **Exclusion of Warranty.** The warranties and remedies specified above will not apply if the Software malfunctions are due to extrinsic causes, such as (i) natural disaster, including fire, smoke, water, earthquakes or lightning; (ii) electrical power fluctuations or failures or internet connectivity problems or other environmental problems; (iii) the neglect or misuse of the Software or other failure to comply with the instructions given; (iv) a correction or modification of the Software not provided by Agur; (v) the failure to promptly install an update provided by Agur; (vi) a malfunction of your hardware equipment; or (vii) the combination of the Software with other software not approved by Agur.
11. **Exclusion of Consequential Damages.** You acknowledge that the Software is inherently complex and may not be completely free of errors. AGUR SHALL NOT BE LIABLE (WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) TO YOU, OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE (INCLUDING INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES), INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION, SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO ANY USE OF THE SOFTWARE AND/OR ANY COMPONENT OF THE SOFTWARE, EVEN IF AGUR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. **Limitation of Liability.** IN NO EVENT SHALL AGUR'S TOTAL MONETARY OBLIGATION AND LIABILITY, UNDER ANY CLAIM FOR ANY CAUSES OF ACTION PURSUANT TO THIS AGREEMENT, EXCEED THE PAYMENTS MADE BY YOU TO AGUR AND/OR ITS DISTRIBUTORS FOR THE SOFTWARE WITHIN ONE (1) YEAR PRECEDING THE DATE UPON WHICH THE CLAIM FOR SUCH LIABILITY IS BROUGHT.
13. **No Other Warranties.** Except as specifically provided herein, Agur makes no warranty or representation, either express or implied, with respect to the Software, including its quality, performance, merchantability or fitness for a particular purpose.
14. **Indemnification.** You agree to indemnify, defend and hold Agur, its affiliates, agents and employees harmless from and against any and all liabilities and costs, including reasonable attorneys' fees incurred by said parties, in connection with or arising out of your (a) violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuse of the Software, or (d) use and/or modification of the Software.
15. **Termination.**
 - 15.1 Your failure to comply with the terms of this Agreement shall immediately terminate your license and this Agreement. Upon termination of this Agreement by Agur: (i) the license granted to you in this Agreement shall expire and you shall immediately discontinue all further use of the Software; and (ii) you will cease any and all use of the Software, and (iii) you will remove the Software from all hard drives, networks and

other storage media and promptly return to Agur all tangible property representing Agur's intellectual property rights and all copies thereof and/or shall erase/delete any such information held by you in electronic form. Sections 1, 3, 5, 7, 8, 9, 10, 11, 12, 13, 14, 16, and 17 shall survive any termination of this Agreement.

15.2 Without limiting other remedies available to Agur according to this Agreement or any applicable law, Agur may limit, suspend, or terminate this license and your use of the Software with immediate effect, if Agur suspects that you are in breach of this Agreement Agur will not be liable in respect to any damage or alleged damage caused by termination, expiration or suspension of this Agreement.

16. **Governing Law & Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of Israel without regard to conflict of law provisions and only the competent courts of Tel-Aviv, Israel shall have jurisdiction in any conflict or dispute arising out of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. 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.
17. **Miscellaneous.** This Agreement represents the complete agreement concerning the Software and the license hereunder and may be amended only by a written agreement executed by both parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. In case you, or the organization you represent, have executed a separate License Agreement for the use of the Software, then in case of contradiction between the terms of this Agreement and the terms of such separate License Agreement, the terms of such separate License Agreement shall supersede and govern. You are not allowed to assign this Agreement or any rights hereunder. Agur is allowed, at its sole discretion, to assign this Agreement or any rights hereunder, without giving prior notice.
18. **Revised Versions of this Agreement.** Agur reserves the right to modify this Agreement at any time by providing such revised Agreement to you or by publishing the revised Agreement on Agur's Website. The revised Agreement shall become effective within thirty (30) days of such publishing or provision to you. Your continued use of the Software following the expiry of such notice period of thirty (30) days, shall constitute your acceptance to be bound by the terms and conditions of the revised Agreement. You can find the latest version of this Agreement at www.speedbase.co.il and/or www.agur.co.il.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY SIGNING THE APPLICABLE ORDER FORM AND/OR BY CONTINUING TO INSTALL THE SOFTWARE AND/OR BY CONTINUING TO USE THE SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS.