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- 1.3. "**Software**" – means Sasa's Software and the Third Party Software.
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- 1.6. "**Updates**" or "**Upgrades**" – means all and any upgrades, updates, bug fixes, enhancements and any other modifications to the Product and/or its licensed copies, if such services were duly purchased by You.

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- 4.3. Any purchased Updates and/or Upgrades shall be subject to the terms and conditions of this Agreement, unless Sasa agreed and approved otherwise in writing.

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- 5.1. Prior to downloading, installing and/or any use of the Sasa's Software, it is necessary to acquire and install the Third Party Software from various software licensors as determined by Sasa. Therefore, and as unseparated part of the Product You purchased, You hereby agree and permit Sasa to acquire such Third Party Software and to download and/or install onto the Third Party Hardware, on your behalf, if acquired as part of the Product, all necessary Third Party Software. You are aware that Sasa's Software will not operate without installing the Third Party Software.

- 5.2. Nevertheless, it is agreed and You acknowledge that the specification and/or composition of any Third Party Software included or not included in the Product, and the purchasing or cessation of their relevant licenses thereof, on Your behalf, shall be determined and may be changed and/or altered and/or revoked, at any time, all under Sasa's sole and exclusive discretion. Sasa will not be required to notify You with regard to any of the above and You shall not be entitled to any specific Third Party Software, including if such was no longer included in the Product, as Sasa may determine at any time whatsoever.
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- 5.6. Sasa may but is not obligated to notify you in the event of any Updates or Upgrades to Third Party Software and may recommend to you to download such Updates or Upgrades of Third Party Software but shall not bear any responsibility and/or liability for its apparatus, quality and/or effectivity.

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- 6.1. In case You purchased Third Party Hardware, as part of the Product, directly from Sasa or via its authorized distributors, resellers or agents, You hereby agree and permit Sasa to acquire such Third Party Hardware on your behalf and to download and/or install onto the Third Party Hardware all necessary Third Party Software.
- 6.2. The Third Party Hardware shall be subject to its international guarantee and warranty terms and conditions which supplied by such Third Party Hardware manufacturer and shall not be supplied, supported and/or rendered by Sasa, unless explicitly and duly agreed otherwise in writing and in advance, as pre-approved by Sasa and within a valid purchase order made directly between Sasa and You or via its authorized distributors, resellers or agents.
- 6.3. With no derogation from any other liability limitations and exclusions as provided in this Agreement, including as detailed in article 8 hereinafter, **SASA BEARS NO RESPONSIBILITY AND/OR LIABILITY WHATSOEVER FOR THE THIRD**



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- 7.2. You may terminate this Agreement at any time by returning all copies of the Software and extracts therefrom to Sasa and by erasing the Software from the hard disk of the Third Party Hardware and/or any other media or platform on which it may reside.
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- 8.6. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER ANY CIRCUMSTANCES AND IN NO EVENT SHALL SASA AND/OR ITS SUPPLIERS OF THIRD PARTY SOFTWARE AND/OR HARDWARE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING IN ANY WAY UNDER THIS AGREEMENT, THE PRODUCT (INCLUDING THIRD PARTY SOFTWARE AND/OR HARDWARE) OR ANY SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS), INCLUDING, WITHOUT LIMITATION, FROM DEFECTS IN OR USE OF THE PRODUCT OR RELIANCE ON THE PRODUCT, SUSTAINED OR INCURRED, OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER SASA HAS BEEN AWARE OR NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. WITH NO DEROGATION FROM THE ABOVE, SASA'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LICENSE FEES OR PAYMENTS ACTUALLY RECEIVED BY SASA, IN RESPECT TO THE SPECIFIC LICENSE FOR THE PARTICULAR PRODUCT WHICH CAUSED THE DAMAGES, DURING THE PREVIOUS 12 CALENDAR MONTHS PRIOR TO THE OCCURANCE DATE OF SUCH DAMAGES .

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- 9.1. SASA will have the right, but shall not be obligated, to defend or settle, at its sole discretion, any legal action or claim against You arising from Your permitted use of the Sasa's Software, under the terms and conditions of this Agreement, claiming that Sasa's Software allegedly infringes any patent, copyright, or other proprietary rights of a third party which are protected under the applicable law.
- 9.2. In case such legal action or claim occurs, You agree to provide SASA with a prompt written notice of any such legal action or claim, not later than seven (7) calendar days from the date You received such notice thereof and to provide Sasa with reasonable assistance in its defense. Sasa shall have sole and exclusive discretion and control over such defense including any negotiations for a settlement or compromise.

10. Export and Legal Restrictions and Regulations

- 10.1. You agree that the Product will not be transferred nor exported into any country or jurisdiction nor used by You and/or any other party in any manner prohibited by applicable law.
- 10.2. The product is subject to regulations and/or restrictions by applicable law and/or in Your jurisdiction.
- 10.3. You acknowledge that the Product contains features and is subject to international and local laws governing import, export, distribution and use. The Product is subject to

export control laws of the State of Israel and the United States of America and/or may be subject to additional export control laws applicable to You or in Your jurisdiction, including, without limitation, the United States of America. You agree that You will not ship, transfer, or export the Product into any country, or make available or use the Product in any manner, directly or indirectly, prohibited by applicable law.

10.4. You warrant and agree that You are not related to any organizations or entities or located in, under the control of, or a national or resident of countries - which are prohibited to conduct commerce relations under the applicable law, or any other country or region to which the United States of America and/or the State of Israel have prohibited export transactions.

11. Governing Law and Jurisdiction. This Agreement shall be construed and governed in accordance with the applicable laws of the State of Israel. This Agreement shall not be governed by the UN Convention on Contracts for the International Sales of Goods nor by any other law. Any disputes with regard to this Agreement shall be resolved exclusively in and by the competent courts of Tel Aviv district jurisdiction in the State of Israel without giving effect to any choice of law or conflict of law provisions.

12. Severability. Should any term of the EULA be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof which shall remain in effect and enforced to the maximum extent possible by applicable law.

13. No Waiver. The failure of Sasa to enforce any rights granted herein or to take action against You in the event of any breach hereunder shall not be deemed a waiver by Sasa as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

14. Entire Agreement. This Agreement represents the entire agreement concerning the licensing of the Software between You and Sasa and it supersedes any prior proposal, representation or understanding between You and Sasa or whom on their behalf, including authorized distributors, resellers and/or agents.

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