

Please read carefully the terms and conditions of this End User License Agreement (“Agreement”) before installing, accessing and/or using (collectively, “Using”) this Software (as defined below). If You do not agree to be bound by this Agreement You may not Use the Software.

End User License Agreement (EULA)

GYTPOL Validator

GYTPOL LTD. (“GYTPOL”) IS PROVIDING YOU THE SOFTWARE (AS DEFINED BELOW) FOR YOUR USE UNDER THE TERMS AND CONDITIONS IN THIS AGREEMENT.

IF YOU HAVE PURCHASED THE LICENSE GRANTED HEREUNDER FROM A GYTPOL RESELLER (AS DEFINED BELOW), AND TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THIS AGREEMENT AND THE AGREEMENT ENTERED BETWEEN YOU AND THE RESPECTIVE GYTPOL RESELLER, THEN, AS BETWEEN YOU AND GYTPOL, THIS AGREEMENT SHALL PREVAIL. ANY RIGHTS GRANTED TO YOU BY SUCH GYTPOL RESELLER WHICH ARE NOT CONTAINED IN THIS AGREEMENT, SHALL ONLY APPLY IN THE RELATIONSHIP BETWEEN YOU AND THE GYTPOL RESELLER. IN THAT CASE, YOU MUST SEEK REDRESS OR REALIZATION OR ENFORCEMENT OF SUCH RIGHTS SOLELY FROM THE GYTPOL RESELLER AND NOT FROM GYTPOL.

BY ENTERING INTO THE AGREEMENT, YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY LAW APPLICABLE TO YOU REQUIRING THAT THE AGREEMENT BE LOCALIZED TO MEET YOUR LANGUAGE OR REQUIRING AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS.

1. Definitions

This Agreement contains a range of capitalized terms, some of which are defined in this Section, and some of which are defined in other sections herein.

“**Authorized User**” means: (i) Your employees who are (and/or will be) Using the Software; and (ii) Your contractors while doing work solely for You who are (or will be) be Using the Software.

“**Documentation**” means the manuals, specifications, and similar documentation in respect of the Software made available by GYTPOL on GYTPOL website.

“**Environment**” means Your on-premises, cloud and/or other installation environment stated in the Purchase Order (and if the Purchase Order is between You and a GYTPOL Reseller: the environment stated in the Order Acknowledgment).

“**GYTPOL Reseller**” means a partner, business partner, distributor, reseller or similar channel partner authorized by GYTPOL to resell licenses to the Software to end user customers.

“**GYTPOL Website**” means <http://gytpol.com>.

“Intellectual Property Rights” means Israeli, United States, and any other jurisdiction or country: (i) patents, patent applications and patent rights, including any and all continuations or extensions thereof and all rights associated with the foregoing; (ii) rights associated with works of authorship, including copyrights and copyright applications and mask work rights; (iii) rights relating to the protection of trade secrets and confidential information; (iv) design rights and industrial property rights; (v) any other proprietary rights relating to intangible property and any other intellectual property rights recognized by the laws of any jurisdiction or country including trademarks, service marks and applications thereof, trade names and packaging and all goodwill associated with the same; and (vi) all rights to sue for any infringement of any of the foregoing rights and the right to all income, royalties, damages and payments with respect to any of the foregoing rights.

“Law” means any law, statute, ordinance, rule and regulation of any applicable jurisdiction.

“License” as defined in Section 2.

“License Term” means the term of the License stated in the Purchase Order and approved by GYTPOL (and if the Purchase Order is between You and a GYTPOL Reseller: the term stated in the Order Acknowledgment).

“Order Acknowledgment” means written (for clarity, including electronic) acceptance by GYTPOL of a Purchase Order between You and a GYTPOL Reseller regarding the grant to You of a License to the Software, and the details of such License (such as the License Term, number of Authorized Users, the Environment etc.). The Order Acknowledgment may either be made by a written document issued to You by GYTPOL and/or by including the details of the License in the copy of the Software which You will receive. GYTPOL will not be bound by any terms and conditions in the Purchase Order which You submitted to a GYTPOL Reseller which GYTPOL did not specifically accept in an Order Acknowledgment.

“Ordered Copies” means the number of copies of the Software to which Gytpol granted You a license to Use.

“Parties” means GYTPOL and You, and each a **“Party”**.

“Professional Services” mean: installation, customization, development, integration, training, or other professional services in relation the Software.

“Purchase Order” means a written or electronic ordering document for the provision of a license to the Software and/or Professional Services and/or Support Services either: (i) between You and GYTPOL which was accepted by GYTPOL, or (ii) between You and a GYTPOL Reseller, which GYTPOL accepted by issuing an Order Acknowledgment. All Purchase Orders between You and GYTPOL must conform to the price proposal/quote which GYTPOL issued, and shall not contain any other terms, unless expressly agreed to in writing by GYTPOL. Any and all Purchase Orders (both those between You and GYTPOL as well as those between the GYTPOL Reseller and You) shall be deemed to incorporate the terms and conditions of this Agreement (notwithstanding the foregoing, the payment terms as between You and the GYTPOL Reseller shall be the payment terms stated in the Purchase Order and shall not be the payment terms set forth in this Agreement). The terms and conditions of the Purchase Order shall not in any way modify, amend, or add to the terms and conditions of this Agreement, regardless if approved by GYTPOL. The only acceptable way to amend, modify or add to the terms and conditions hereof is by an amendment to this Agreement which was executed by the Parties. For clarity, GYTPOL hereby rejects any term, provision or condition in Your

Purchase Order or other communication which conflicts with, or purport to add to or modify this Agreement. Any conflicting or additional terms in a Purchase Order accepted by a GYTPOL Reseller shall have no effect on GYTPOL, unless an amendment to this Agreement has been executed by both Parties.

“Software” means GYTPOL’s software product identified in the Purchase Order (and if the Purchase Order is between You and a GYTPOL Reseller: the software product stated in the Order Acknowledgment, or if the Order Acknowledgment is included in the copy of the software product provided: that version of such software product). References herein to “Software” include the Documentation, as well as any Updates and upgrades thereto (to the extent delivered).

“Support Services” means support and maintenance for the Software in accordance with GYTPOL’s then-current support policy as published on GYTPOL Website. If You had bought a perpetual license for the Software, such perpetual license does not include Support Services, whereas if You bought a License for a limited term (subscription), other than a Trial License (as defined below), then such License comes with Support Services.

“Update” as defined in Section 8 below.

“You” or **“Your”** means the legal entity that is identified in the applicable Purchase Order or who has rightfully received a right to Use the Software.

2. License

- 2.1. Grant. In consideration for the payment of the license fees identified in the Purchase Order and subject to Your compliance with the terms and conditions of this Agreement, GYTPOL hereby grants You, as an end user, for the number of Ordered Copies of the Software. a limited, non-exclusive, non-transferable, non-assignable (by operation of law or otherwise), non-sub-licensable and revocable license to Use the Software in object code for Your internal business purposes and in compliance with the Law in the Environment stated in the Purchase Order (and if the Purchase Order is between You and a GYTPOL Reseller: in the Order Acknowledgment) during the License Term (the **“License”**). You shall **not** use the Software after the expiration of the License Term and/or termination this Agreement regardless of the reason of such termination.
- 2.2. Other than the License All Rights to the Software Are Reserved. Other than the License stated herein You do not and shall not acquire any rights in or to or related to the Software (including for the avoidance of doubt in or to the Intellectual Property Rights therein), express or implied. All rights not expressly granted by GYTPOL in this Agreement with respect to the Software (including to the Intellectual Property Rights therein) are hereby expressly reserved by GYTPOL. For the avoidance of doubt this Agreement is not a sale of the Software but a license to Use it.
- 2.3. Limited Use. You may only Use the Software in object code up to the maximum usage specified in the Purchase Order (and if the Purchase Order is between You and a GYTPOL Reseller: as specified in the Order Acknowledgment).
- 2.4. Authorized Users. You may only allow Your Authorized Users to Use the Software, and no one else. You are responsible for the compliance of the Authorized Users with the terms and conditions of this Agreement. Any Use by the Authorized Users of the Software is deemed as a Use of the Software by You. Any breach of this Agreement

by the Authorized users shall be deemed to be a breach of this Agreement by You. Other than the Authorized Users Using the Software on Your behalf, You may not allow anyone else to Use the Software.

- 2.5. Updates and Upgrades. To the extent delivered, You must accept and install as soon as possible (but in no event more than 30 days after the update or upgrade, as applicable, was delivered) all Updates, and upgrades provided by GYTPOL. If You decide not to install an upgrade or update, You understand that You may place the Software under serious security risk or cause the Software to be unusable or unstable, and some of the functions of the Software may be limited as a result of Your failure. In addition, GYTPOL will have no obligation to support any version of the Software other than the then current version as updated and upgraded.
- 2.6. Documentation. You may print or copy the Documentation as needed for Your own internal business purposes provided that all copyright notices are included therein. Unless the Documentation is separately referred to herein, all references in this Agreement to the Software shall include the Documentation.
- 2.7. Account and License Key. Certain elements of the Software may be available or located on GYTPOL's servers through the Internet. In order to Use the Software or certain Software features, each respective Authorized User will be required to login using a user name and password and/or other security identifiers ("**Login Details**"). You must not allow anyone other than the respective Authorized User to access and use the Authorized User's Login Details and shall ensure that the Authorized Users shall comply with the above restriction. You acknowledge and agree: (i) to keep, and ensure that each Authorized User keep, all Login Details secure at all times; (ii) that You remain solely responsible and liable for the activity that occurs on or in connection with the use of Login Details; (iii) that the Login Details for each Authorized User may only be used by that Authorized User, and that multiple people may not share the same Login Details; and (iv) to promptly notify GYTPOL in writing if You become aware of any unauthorized access or use of Login Details or the Software.
- 2.8. Verification Features. You hereby acknowledge and agree that the Software may contain a number of methods to verify and support Software use. These methods may include technological features that monitor platform use, prevent unauthorized use and provide Software deployment verification.
- 2.9. Anonymous Information. GYTPOL may collect, use and publish Anonymous Information (defined below), and disclose it to its third party service providers, to provide, improve and publicize GYTPOL's programs and services. "Anonymous Information" means anonymized information about Use of the Software which does not enable identification of an individual, such as aggregated and analytics information about use of the Software. GYTPOL owns all Anonymous Information collected or obtained by GYTPOL.
- 2.10. Third Party Software, and Free Software. The Software may come with; or together with the Software some other software may be installed, these include: (i) open source software which means software whose source code is available to the general public; (ii) free for use software, such as Google Chrome; and (iii) certain third party components that are owned by a third party and are embedded with the Software ("**Third Party Components**") (the open source software as well as the free for use software are referred to collectively: "**Free Software**"). The Third Party Components are licensed to You under the license terms and restrictions of this

Agreement; the Free Software is licensed pursuant to the applicable Free Software license. To the extent applicable, information about the Free Software may be found (i) in a file accompanying the Software or (ii) in the Documentation. You shall not directly access any Third Party Components other than with or as part of the Software. No warranty or representation is made in respect of the Free Software and/or Third Party Components unless explicitly stated otherwise. As for the Third Party Components, GYTPOL will pass to You any warranty GYTPOL receives from the suppliers of such Third Party Components.

- 2.11. Review. GYTPOL may periodically (but not more frequently than once annually) review Your compliance with this Agreement. You hereby agree to provide GYTPOL all relevant records and information that are reasonably necessary to allow GYTPOL to determine whether You are using the Software in accordance with this Agreement.

3. License Restrictions

Except to the extent expressly permitted otherwise in this Agreement (or otherwise mandated under any Law applicable to You), You shall not, and shall not permit or encourage any third party to, do any of the following:

- 3.1. Copy the Software and/or any portion thereof;
- 3.2. Sell, assign, lease, lend, rent, sublicense, timeshare, distribute, disseminate, transmit, circulate, or make available the Software (or any portion thereof) to any third party, or otherwise Use the Software (or any portion thereof) to operate in a time-sharing, outsourcing, or service bureau environment;
- 3.3. Modify, alter, adapt, arrange, translate the Software (and/or any portion thereof). Where applicable Law specifically prohibits the above restriction (on modifying, altering, adapting, arranging, translating the Software) for interoperability purposes, You must first contact GYTPOL and provide GYTPOL an opportunity to create such changes as are needed for interoperability purpose. If so happens GYTPOL may impose additional conditions on Your Use related to the changes made;
- 3.4. Decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, and interfaces) of, the Software and/or any portion thereof;
- 3.5. Remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice, or legend displayed or contained on or in the Software;
- 3.6. Circumvent, disable, tamper or otherwise interfere with security-related or technical features or protocols of the Software (such as usage monitoring features);
- 3.7. Make a derivative work of the Software, and/or of any portion thereof;
- 3.8. Use the Software (or any portion thereof) to develop any service or product that is the same as (or substantially similar to) the Software, or competitive with the Software;
- 3.9. Disclose the results of any internal performance testing or benchmarking studies of or about the Software;
- 3.10. Publish or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Software;
- 3.11. Install the copy of the Software which You shall receive on computers which You do not control;

- 3.12. Use the Software in a manner other than as specifically permitted by GYTPOL hereunder; and/or.
- 3.13. Attempt to do any of the above.

The foregoing conditions are limitations on the scope of the License. You acknowledge that the License may be further subject to Your compliance with additional use restrictions and/or limitations specified in the Purchase Order (and if the Purchase Order is between You and a GYTPOL Reseller: the additional use restrictions and/or limitations specified in the Order Acknowledgment) which, for the avoidance of doubt, are in addition to, and without derogating from, any other Use restrictions set forth herein.

4. Trial License

- 4.1. Trial License and Trial Period. If a copy of the Software is provided to You for evaluation/trial purposes (“**Trial License**”) it is provided without charge, for a trial period of twenty (20) days (unless a different period is specified in the Purchase Order; and if the Purchase Order is between You and a GYTPOL Reseller: in the Order Acknowledgment) commencing on the Effective Date (“**Trial Period**”). You may Use the Software during the Trial period, solely for Your internal evaluation and testing purposes, to allow You to determine whether to obtain a further license to the Software. The Software may not be Used in production, or for other commercial purpose. At the end of the Trial Period, the license granted to You will expire and You will no longer be permitted to Use the Software unless You purchase a License to the Software and pay all applicable fees. Likewise, You shall return, or, if GYTPOL so directs, delete and destroy the copy of the Software which You received and provide GYTPOL with written confirmation of Your compliance with this provision.
- 4.2. Disclaimer of Warranties. THE TRIAL LICENSE IS PROVIDED “AS IS” ON AN “AS AVAILABLE” BASIS WITH ALL FAULTS AND WITHOUT WARRANTIES, IMPLIED, STATUTORY, OR EXPRESS, OF ANY KIND. GYTPOL DOES NOT ASSUME ANY RESPONSIBILITY FOR THE USE OF THE SOFTWARE UNDER A TRIAL LICENSE. THIS DISCLAIMER OF REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE TRIAL LICENSE CONSTITUTES AN ESSENTIAL PART OF THE TRIAL LICENSE. NO USE OF THE SOFTWARE UNDER A TRIAL LICENSE IS AUTHORIZED HEREUNDER (AND NO RIGHT TO THE SOFTWARE IS GRANTED) EXCEPT UNDER THIS DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.
- 4.3. Limitation of Liability. IN NO EVENT WILL GYTPOL BE LIABLE TO YOU AND/OR TO ANY THIRD PARTY FOR LOST PROFITS, LOSS OF SAVINGS, LOSS OF DATA, BUSINESS INTERRUPTION AND/OR FOR ANY DIRECT DAMAGES OR LOSSES (IN EXCESS OF US\$ 200), OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES AND/OR LOSSES WHATSOEVER, ARISING FROM ANY CLAIM RELATED TO TRIAL LICENSE, HOWEVER SUCH DAMAGES OR LOSSES WERE CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, EQUITY, STRICT LIABILITY OR OTHERWISE) AND EVEN IF GYTPOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR LOSSES, AND EVEN IF SUCH DAMAGES OR LOSSES WERE REASONABLY FORSEEABLE. YOU UNDERSTAND THAT, IN RETURN FOR YOUR AGREEMENT TO THE LIMITATION OF LIABILITY SET FORTH HEREIN, GYTPOL IS ABLE TO OFFER YOU A TRIAL LICENSE FREE OF CHARGE.
- 4.4. Other Provisions in this Agreement. For the avoidance of doubt, all the terms and conditions of this Agreement shall apply to the Trial License, such as those regarding

license restrictions. However, in the event of a conflict between this Section 4 (Trial License) and any of the other provisions set forth in this Agreement, the terms and conditions of this Section 4 (Trial License) shall prevail with respect to the Trial License.

5. Your Data.

- 5.1. Your Data. While using the Software, You may choose to provide, upload, import, transmit, post, or make accessible to GYTPOL certain data or software (“**Your Data**”). You grant GYTPOL a non-exclusive license to use, process, display, copy and store Your Data in order to provide the Software to You and as further set forth in this Agreement.
- 5.2. Responsibility. You represent and warrant that: (i) You own or have obtained the rights to all of the intellectual property rights subsisting in Your Data, and You have the right to provide GYTPOL the license granted herein to use Your Data in accordance with this Agreement; and (ii) Your Data does not infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy or publicity rights of any third party. To the extent that Your Data will contain personally identifiable information You represent and warrant that You have all required consents and approvals required in order to upload, import, transmit, post, or make accessible to GYTPOL all such personally identifiable information and that the use of the personally identifiable information by GYTPOL in accordance with the terms of this Agreement will not infringe and/or breach any applicable law and/or agreements and/or policies between You and any of its data subjects. You shall remain solely responsible and liable for Your Data and expressly releases GYTPOL from any and all liability arising from GYTPOL’s use of Your Data as permitted herein.
- 5.3. Data Protection. GYTPOL acknowledges that, as between the Parties, You own and control the right title and interest in and to Your Data. GYTPOL will collect and protect Your Data in compliance with all applicable laws and regulations, including, without limitation, the California Consumer Privacy Act of 2018 (“CCPA”) and its implementing regulations. For the purposes of this Section 5.3, the terms “collect”, “personal information”, “sell”, and “service provider” are defined as set forth in the CCPA. To the extent Your Data is personal information subject to the CCPA, GYTPOL acts as a service provider to Customer. Notwithstanding anything to the contrary in this Agreement, GYTPOL will not collect, retain, use, sell, or otherwise disclose the personal information it processes on behalf of You for any purpose other than for the specific purpose of performing the Services specified in this Agreement, or as otherwise required by law.
- You acknowledge that the Software is not intended to, and will not, operate as an archive or file-storage product or service for Your Data, and You will be solely responsible for the maintenance and backup of all Your Data.

6. Professional Services

You acknowledge and agree that nothing in this Agreement obligates GYTPOL to provide any Professional Services. In the event You wish to receive Professional Services with respect to the Software, You may request same from GYTPOL in writing, and, subject to GYTPOL’s agreement (in its sole discretion) to provide the Professional Services: (a) the Professional Services shall be charged in accordance with GYTPOL’s then-current rates (the “**Professional Services Fees**”); (b) the Parties will enter into a statement of work (“**SOW**”) specifying the

Professional Services to be performed; and (c) You shall reasonably cooperate with GYTPOL in the performance of the Professional Services and provide GYTPOL with (as well as procure for GYTPOL the right to access and use) all information, materials, facilities, assistance, and equipment reasonably requested by GYTPOL in performance thereof. For an SOW to be valid, it must (i) identify itself as a statement of work under this Agreement, (ii) state that the SOW is subject to the terms and conditions of this Agreement; and (iii) be duly signed by both Parties. To the extent of any conflict between this Agreement and the SOW, this Agreement shall prevail, unless and to the extent that the SOW expressly states otherwise. The persons assigned by GYTPOL to perform the Professional Services shall have appropriate technical and professional skills and experience to enable them to perform their duties, with any and all necessary permits and licenses, and such persons will perform their duties in a professional and workmanlike manner, consistent with generally accepted industry standards.

7. Payment

In respect of a Purchase Order between You and GYTPOL:

- 7.1. Fees. All License fees, Professional Services fees and Support Services fees due to GYTPOL shall be paid in accordance with the terms stated in the Purchase Order (“Fees”). If the Purchase Order does not specify payment terms, the Fees shall be paid within thirty (30) days of the date in which the invoice in respect of the Fees was delivered to You. The Fees are non-cancelable and non-refundable.
- 7.2. Taxes. You agree and undertake to pay all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges that are (or will be) imposed upon and/or which are based on the Fees and/or related to the provision of the License, Professional Services and/or Support Services (collectively, “Taxes”). Excluded from the term “Taxes” are taxes owed by GYTPOL to the Israeli Tax Authority in respect of its net income.
- 7.3. No Set-Off or Other Deductions. You shall pay the Fees and Taxes without deduction, setoff, counterclaim, and without deduction for withholding. The Fees and Taxes shall be paid in the currency stated in the Purchase Order.
- 7.4. Late Payment. Timely payment of the Fees and Taxes is of the essence of this Agreement. Without derogating from the above, and without prejudice to any right or remedy to which GYTPOL is entitled, any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of: (a) the rate of one and a half percent (1.5%) per month; and (b) the highest amount permitted by applicable Law.

8. Support and Maintenance.

- 8.1. If the License bought by You is a perpetual license, no Support Services will be provided unless You acquired and paid the Support Services fees. If the License bought by You is a subscription license, Support Services are included in the License.
- 8.2. Support Services will be provided in accordance with GYTPOL’s then-current support policy. Under GYTPOL’s current support policy, GYTPOL and its authorized representative will make commercially reasonable efforts to respond to support requests by email or online tickets within one (1) business days of receipt of such requests. Support requests must be submitted by email or by opening a ticket by You. Support services shall be provided Sunday through Thursday between the hours of 9:00 am– 6:00 pm Eastern Standard Time.

- 8.3. GYTPOL may from time to time make bug fixes, corrections and revisions of the version of the Software licensed to You hereunder (“**Updates**”) available to You at no additional cost unless You bought a perpetual license, in which case, Updates will be provided only if You have purchased Support Services and they are current. Such Updates will be supplied according to GYTPOL’s then-current policies, which may include automatic updating or upgrading without any additional notice to You, if You enable such automatic updating or upgrading of the Software. All references herein to the Software shall include Updates.
- 8.4. If the License is bought from a GYTPOL Reseller, the GYTPOL Reseller is responsible for providing Support Services and not GYTPOL.

9. Confidentiality

- 9.1. Either Party may receive or have access (such Party, the “**Recipient**”) to certain non-public or proprietary information or materials (including computer code) (collectively, “**Information**”) as provided or made accessible (“collectively, “**Disclose**”) to it by the other Party (such Party, the “**Discloser**”), whether in tangible or intangible form, whether marked as confidential or reasonably apparent to a reasonable person that such Information is of a confidential or proprietary nature (“**Confidential Information**”). Discloser’s Confidential Information will not include Information which the Recipient can prove: (a) was in the public domain at the time of Disclosure by the Discloser to Recipient; (b) became part of the public domain after Disclosure by the Discloser to Recipient, without Recipient’s fault; (c) was in Recipient’s possession at the time of disclosure by the Discloser, as shown by Recipient’s written records, and was not subject to prior continuing obligations of confidentiality by Recipient; (d) was rightfully disclosed to Recipient by a third party having the lawful right to do so, as shown by Recipient’s written records; and/or (e) was independently and rightfully developed by Recipient without (direct or indirect) use of, or reliance upon, the Discloser’s Confidential Information, as shown by Recipient’s written records. Without derogating from any other obligation in this Agreement, You will treat the Software as well as the terms of the Purchase Order as GYTPOL’s Confidential Information, and the exclusions above shall not apply to the foregoing.
- 9.2. Recipient will use the Discloser’s Confidential Information solely for the purpose of performing Recipient’s obligations under this Agreement and/or exercising Recipient’s rights under this Agreement (including supporting the Software). Recipient will not disclose or make available the Discloser’s Confidential Information to any third party, except to its employees and contractors that have a need to know such Discloser’s Confidential Information in connection with Recipient’s obligations and rights under this Agreement (including providing support for the Software) and that are bound by obligations at least as protective as provided herein. Recipient will remain liable at all times for the acts or omissions of its employee and contractors in respect of Discloser’s Confidential Information. Recipient will take measures with respect to Discloser’s Confidential Information at a level at least as protective as those taken to protect its own Confidential Information of like nature (but in no event less than a reasonable level) from Disclosure to a third party or other unauthorized use. Recipient will promptly notify Discloser in writing in the event of any actual or suspected unauthorized use or disclosure of the Discloser’s Confidential Information.

- 9.3. In the event that the Recipient is required to disclose some or all of the Discloser's Confidential Information pursuant to any applicable Law or governmental or judicial order, Recipient will, to the extent permitted by applicable law, promptly notify the Discloser in writing of such requirement and reasonably cooperate with Discloser in opposing such disclosure or obtaining such other protective measures. In any event, such disclosure made pursuant to this paragraph will be made solely to the extent required by such Law or order (as the case may be).
- 9.4. Recipient acknowledges that in the event of a breach or threatened breach of this Section 9 (Confidentiality), Discloser may suffer irreparable harm or damage for which monetary damages will be inadequate, and will, therefore, be entitled to seek injunctive relief and specific performance to enforce the obligations under this Section 9 (Confidentiality) without the need to post a bond.
- 9.5. All Discloser's Confidential Information received by the Recipient shall be returned to Discloser (or at Discloser's option, destroyed) upon the expiration or termination of this Agreement.
- 9.6. Recipient's obligations under this Section 9 (Confidentiality) shall continue for a term of five (5) years from the date of Disclosure and shall survive the expiration (or termination) of this Agreement. In addition, and with respect to Discloser's Confidential Information which also qualifies as a trade secret under Israeli law, the obligations herein shall survive the expiration of the above five (5) years term and shall continue in full force and effect until such Confidential Information no longer qualifies as a trade secret under Israeli law.

10. Ownership and Intellectual Property.

- 10.1. All right, title and interest in and to the Software (including for the avoidance of doubt any and all Intellectual Property Rights therein) and all right title and interest in and to any and all derivative works of the Software (including for the avoidance of doubt any and all Intellectual Property Rights therein) are and shall remain at all times the sole and exclusive property of GYTPOL, and You shall have no right title or interest therein.
- 10.2. Unless expressly specified otherwise in an SOW, the results, deliverables and all Intellectual Property Rights arising out of or related the Professional Services ("**Professional Services Deliverables**"), including without limitation any modifications, improvements and derivative works thereto (regardless of whether such derivative works were made and/or developed pursuant to the request and/or specifications of You, and irrespective of any support and/or assistance GYTPOL may, will or had received from You with respect thereto), as well as any updates thereto, if provided to You, are and shall remain GYTPOL's sole and exclusive property and are and shall be owned solely and exclusively by GYTPOL.
- 10.3. All Intellectual Property Rights in the updates (such as a patch, fix or workaround) of the Software, and upgrades of the Software provided by GYTPOL and/or its representatives are and shall remain GYTPOL's sole and exclusive property and are and shall be owned solely and exclusively by GYTPOL.
- 10.4. It is further agreed that to the extent You provide GYTPOL and/or GYTPOL Reseller suggestions, comments or feedback (whether orally or in writing) with respect to the Software ("**Feedback**") You acknowledge that any and all rights, including Intellectual Property Rights in such Feedback shall belong exclusively to GYTPOL and that such shall be considered GYTPOL's Confidential Information and

You hereby irrevocably transfer and assign to GYTPOL all Intellectual Property Rights in such Feedback and waive any and all moral rights that You may have in respect thereto. It is further understood that use of Feedback, if any, may be made by GYTPOL at its sole discretion, and that GYTPOL in no way shall be obliged to make use of any kind of the Feedback.

- 10.5. Indemnification. GYTPOL, at its expense, shall indemnify, defend and hold you harmless from all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses) and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against You, arising out of or relating to any claim that the provision or utilization of the Software and/or Professional Services or any portion thereof constitutes an infringement, violation, trespass, contravention or breach of any third party's Intellectual Property Rights.

11. Warranty; Disclaimer

- 11.1. GYTPOL warrants to You that (a) the Software will materially perform the functions described in the Documentation for the License Term; (b) the functionality and security of the Software will not be materially decreased during the License Term; (iii) GYTPOL will employ then-current industry standard measures to test the Software to detect and remediate malicious code intended to negatively impact the operation or performance of the Software; (iv) it has and will have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with its performance under this Agreement and to grant You the rights granted hereunder and (v) it shall (and the Software shall) comply with any applicable Federal, state and local laws and regulations applicable to its performance under this Agreement (the "Warranty" and "Warranty Period", respectively). The Warranty will be subject to the Software: (a) having been properly installed and used at all times in accordance with the applicable Documentation; and (b) not having been modified by persons other than GYTPOL or its authorized representatives. Your sole remedy, and GYTPOL's entire obligation and liability, for a Warranty claim under this Section 11 (Warranty; Disclaimer) will be for GYTPOL to make commercially reasonable efforts to provide a fix, patch or workaround (which may be included in a future Update) for reproducible defects in the Software reported to GYTPOL in writing, all at no additional charge to You; provided, however, that (A) the Warranty claim is made in writing within the Warranty Period; and (B) GYTPOL determines that the defect is not due to any misuse, abuse, neglect, negligence, or unauthorized repair or modification of the Software by You. If terms A and B have been met, and GYTPOL determines that it cannot correct the reproducible defect in the Software in a commercially reasonable way, it may inform You so in writing, and following such written notice, You may end the use of the Software, and if You pre-paid any fees for the period after such termination date, receive a pro-rated refund for the remainder of the License Term. For the avoidance of doubt no warranty is provided with respect to a Trial License.
- 11.2. You acknowledge that GYTPOL did not (and does not) represent, warrant and/or undertake that the Software will be precise, secure, meet Your requirements, accurate, error free, available at all times, or that defects will be corrected.
- 11.3. EXCEPT TO THE EXTENT PROVIDED OTHERWISE IN SECTION 11.1, GYTPOL MAKES NO OTHER WARRANTIES, AND THE SOFTWARE AND/OR ANY PROFESSIONAL

SERVICES AND/OR SUPPORT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ANY AND ALL EXPRESS, IMPLIED AND STATUTORY REPRESENTATIONS AND WARRANTIES IN RESPECT OF THE SOFTWARE, PROFESSIONAL SERVICES AND/OR SUPPORT SERVICES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FREE FROM DEFECTS, TITLE, NON-INFRINGEMENT, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED. GYTPOL DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, COMPLETENESS, OR QUALITY OF THE SOFTWARE, OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE. YOUR USE OF AND RELIANCE UPON THE SOFTWARE AND ANY RESULTS THEREOF IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND GYTPOL SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER (AND NO RIGHT TO USE THE SOFTWARE IS GRANTED) EXCEPT UNDER THIS DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

12. LIMITATION OF LIABILITY; INSURANCE

- 12.1. IN NO EVENT SHALL GYTPOL BE LIABLE TO YOU AND/OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING) OR FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF DATA, LOSS OF REVENUES, LOSS OF SAVINGS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION ARISING FROM ANY CLAIM RELATED TO THIS AGREEMENT OR TO THE SUBJECT MATTER HEREOF, OR RELATED TO YOUR USE AND/OR INABILITY TO USE THE SOFTWARE, OR AND/OR RELATED TO THE PROFESSIONAL SERVICES PROVIDED AND/OR TO THE SUPPORT SERVICES PROVIDED WHETHER OR NOT IT HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE THEORY OF LIABILITY.
- 12.2. THE MAXIMUM AGGREGATE LIABILITY OF GYTPOL FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM THIS AGREEMENT OR FROM THE SUBJECT MATTER HEREOF, OR RELATED TO YOUR USE AND/OR INABILITY TO USE THE SOFTWARE, AND/OR RELATED TO THE PROFESSIONAL SERVICES PROVIDED AND/OR TO THE SUPPORT SERVICES PROVIDED WHETHER OR NOT GYTPOL HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE THEORY OF LIABILITY SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU FOR THE LICENSE DURING A TERM OF 12 MONTHS BEFORE THE EVENT THAT GAVE RISE TO THE CLAIM .
- 12.3. GYTPOL’S LICENSORS, AND GYTPOL’S AFFILIATES, ITS AND THEIR SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES SHALL HAVE NO LIABILITY OF ANY KIND UNDER OR IN CONNECTION WITH THIS AGREEMENT. GYTPOL’S LICENSORS, AND GYTPOL’S AFFILIATES, ITS AND THEIR SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES ARE THIRD PARTY BENEFICIARIES OF THIS LIMITATION OF LIABILITY.
- 12.4. YOU UNDERSTAND THAT, IN RETURN FOR YOUR AGREEMENT TO THE LIMITATION OF LIABILITY PROVISIONS SET FORTH HEREIN, GYTPOL IS ABLE TO OFFER YOU A LICENSE TO THE SOFTWARE AND/OR SERVICES FOR THE FEES PAID AND/OR TO BE PAID BY YOU, WITHOUT SUCH LIMITATION OF LIABILITY PROVISIONS GYTPOL

WOULD NOT HAVE BEEN ABLE TO OFFER THE LICENSE AND SERVICES FOR THE FEES CHARGED.

- 12.5. NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO EXCLUSION OR LIMITATION OF A PARTY'S LIABILITY SHALL APPLY TO: (A) GYTPOL'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.5 (INDEMNIFICATION); (B) BREACH OF A PARTY'S PRIVACY AND CONFIDENTIALITY OBLIGATIONS UNDER SECTIONS 5.3 AND 9 (CONFIDENTIALITY); OR (C) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- 12.6. GYTPOL shall obtain and/or maintain during the term of this Agreement: (a) Employer's liability insurance with minimum liability limit of \$1,000,000.00; (b) Professional Liability/Errors and Omissions insurance, including Internet Business Liability and Data Breach/Unauthorized Access coverage, with a minimum liability limit of \$2,500,000.00.

13. Term and Termination

- 13.1. Term. This Agreement commences as of the Effective Date and will continue in full force and effect for the duration of the License Term, unless earlier terminated in accordance with this Agreement and/or the terms of Purchase Order (and if the Purchase Order is between You and a GYTPOL Reseller: the Order Acknowledgement). You may terminate this Agreement at any time during the Trial Period by discontinuing all Use of the Software or, in case of on-premises installation, promptly removing the Software from all hard drives, networks and other storage media and destroying all copies of the Software in Your possession or under Your control.
- 13.2. Termination. Each Party may terminate this Agreement immediately upon written notice to the other Party: (a) if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach; and/or (b) if the other Party is declared bankrupt by a judicial decision, or, in the event an involuntary bankruptcy action is filed against such other Party, it has not taken, within sixty (60) days from service of such action to such Party, any possible action under applicable Law for such filed action to be dismissed.
- 13.3. Effect of Termination; Survival. Upon expiration or the effective date of termination of this Agreement (as the case may be): (a) the License granted herein will automatically terminate and You are required in the case of on-premises installation, to uninstall and permanently erase all copies of the Software from Your systems; and (b) if the License is purchased directly from GYTPOL, You will pay GYTPOL all outstanding License fees. Sections 9 (Confidentiality) through 14 (Miscellaneous) will survive the expiration or termination of this Agreement, as well as any provision that by its nature ought or is stated to survive. Notwithstanding the above, upon termination of the Agreement, GYTPOL will not be required to correct any reproducible error in the Software as provided in Section 11.1 (Warranty, Disclaimer).
- 13.4. Disengagement Plan. Promptly upon any notice of termination, the Parties shall mutually agree upon a disengagement plan to prevent any interruption of the Services or degradation in the quality of Services during the disengagement period.

14. Miscellaneous

- 14.1. Entire Agreement. This Agreement represents the entire agreement between GYTPOL and You with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written understandings and statements by the Parties with respect to such subject matter. In entering into this Agreement, neither Party is relying on any representation not expressly specified in this Agreement. This Agreement may only be amended by a written instrument duly signed by each Party.
- 14.2. Reference Customer. GYTPOL may use your name and logo on GYTPOL Website and in its promotional materials to state that you are a customer of GYTPOL and a Software user. You agree to serve as a reference customer of GYTPOL and to cooperate with GYTPOL's reasonable marketing and referencing requests. GYTPOL shall not use Your name, the name of any subsidiary, parent or affiliated entity of You, or any trade name, trademark or service mark belonging to any of the foregoing entities in any manner, including, without limitation, printed brochures, press releases, or in any form of advertising for any product, service or technology, without the prior written consent of You.
- 14.3. Privacy Policy. To the extent that any personally identifiable information is collected by or on behalf of GYTPOL, it shall be used by GYTPOL in accordance with the GYTPOL's privacy policy which is available at GYTPOL Website.
- 14.4. Assignment. This Agreement (whether in whole or in part) may not be assigned by either Party without the prior express written consent of the other Party. Any prohibited assignment will be null and void. Subject to the provisions of this subsection (Assignment), this Agreement will bind and benefit each Party and its respective successors and assigns.
- 14.5. U.S. Government Rights. The Software is "commercial computer software" and the Documentation is "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If you are an agency, department, employee or other entity of the United States Government, then Your Use of the Software and/or the Documentation shall be subject solely to the terms and conditions of this Agreement.
- 14.6. Export. The export Law of the State of Israel apply to the Software. You agree to comply with all such export Law.
- 14.7. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. Any claim, dispute or controversy under, or otherwise in connection with, this Agreement shall be subject to the exclusive jurisdiction and venue of the courts located in Orange County, California, and each Party hereby waives any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. In the event of any dispute between the Parties to be heard in a court of law, then to the extent not prohibited by applicable law which cannot be waived, the Parties hereby waive and covenant that it will not assert (whether as plaintiff, defendant, or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, action, or cause of action arising out of or based upon this Agreement or the subject matter hereof, in each case whether now existing or

hereafter arising and whether in contract or tort or otherwise. The Parties acknowledge that the provisions of this section constitute a material inducement upon which the Parties have relied, are relying and will rely in entering into this Agreement. Any Party may file an original counterpart or a copy of this section with any court as written evidence of the consent of the other Party to the waiver of their rights to trial by jury. In the event of a need to resolve a dispute or misunderstanding that results from or arises out of this Agreement or the performance thereof, the Parties agree that the prevailing Party will be entitled to its reasonable attorney's fees, court costs, and all other expenses incurred, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

- 14.8. Relationship. The Parties are independent contractors. Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party may make, or undertake, any commitments or obligations on behalf of the other.
- 14.9. Severability. If any provision in this Agreement is deemed to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 14.10. Notices. All notices hereunder shall be in writing and shall be addressed and delivered: if to GYTPOL to legal@gytpol.com, and if to You: to Your address in the Purchase Order, and shall be deemed received upon receipt at such address.
- 14.11. Force Majeure. Except for payment obligations, neither Party will be liable for failure or delay in performance of any of its obligations under or in connection with this Agreement arising out of any event or circumstance beyond that Party's reasonable control, including without limitation an Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot, civil commotion, adverse weather condition, adverse traffic condition, strike, lock-out or other industrial action, and failure of supply of power, fuel, transport, equipment, raw materials, or other goods or services, provided that such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means.
- 14.12. Legal Compliance. You agree to Use the Software in compliance with all Laws applicable to You.
- 14.13. Waiver. No failure or delay on the part of either Party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, duly signed by the waiving Party, and will be valid only in the specific instance in which given.