RADVIEW

RADVIEW SOFTWARE

READ CAREFULLY BEFORE USING THE SERVICE OR SOFTWARE PRODUCT. THIS IS A LEGAL AGREEMENT BETWEEN YOU (WHETHER AN INDIVIDUAL OR A FORMAL LEGAL ENTITY) ("CUSTOMER") AND RADVIEW SOFTWARE LTD, WITH HEAD OFFICES AT 13 HAAMAL STREET, ROSH-HAAYIN, ISRAEL OR RADVIEW SOFTWARE INC, WITH HEAD OFFICES AT 991 HIGHWAY 22 WEST, BRIDGEWATER, NJ 08807, USA, IN CASE THE CUSTOMER'S HEAD OFFICES ARE LOCATED IN AMERICA (BOTH HERAFTER REFERRED TO AS "RADVIEW"). BY PRESSING THE "YES" BUTTON, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN THE EVENT THAT YOU ENTER INTO A SIGNED SERVICE, SOFTWARE AND MAINTENANCE AGREEMENT WITH RADVIEW FOR THE SERVICE OR SOFTWARE PRODUCT, THE SIGNED SERVICE, SOFTWARE AND MAINTENANCE AGREEMENT SHALL SUPERSEDE THIS AGREEMENT.

WEBLOAD
SERVICE, SOFTWARE AND MAINTENANCE AGREEMENT

ARTICLE 1.0. DEFINITIONS.
The terms listed below mean the following throughout this Agreement:

1.1. *Confidential Information:* Sensitive or proprietary information pertaining to a party's principal business or product offering(s) which such party has marked confidential or has otherwise informed the other party of its confidential nature, has not publicly released and which is not otherwise publicly available.

1.2. *Console:* Is a software component used to design, execute and manage load templates.

1.3. *CPU:* The central processing unit upon which the Console is installed.

1.4. *Documentation:* The documentation for the Service or Software Product supplied by RADVIEW to assist Users(s) in the use of the Service or the Software Product.

1.5. *Effective Date:* The date on which a fully enabled version of the Service or Software Product is made available to CUSTOMER.

1.6. *Enhancement:* A modification, improvement, bug fix, or upgrade of the Service or Software Product commercially released by RADVIEW.

1.7. *License:* The non-exclusive, non-transferable right granted by RADVIEW to CUSTOMER permitting the use of the Service, Software Product or any documentation related thereto, defining the scope and duration of the License granted hereunder (including, among other things, the number of authorized CPUs, Users, Probing Client, Virtual Clients, the number of tests and the License term , all upon and subject to the terms and conditions of this Agreement.

1.8. *License Fee:* A fee payable by CUSTOMER to RADVIEW for the License of the Service or the Software Product.

License File: A file run during the installation of the Software Product defining the scope and duration of the License granted hereunder (including, among other things, the number of authorized CPUs, Users, Probing Client, Virtual Clients and the License term).1.10. *Maintenance Fee:* An annual fee payable by CUSTOMER to RADVIEW for the Software Product.

1.11. *Maintenance Period:* The twelve (12) month period commencing on the Effective Date and each subsequent twelve (12) consecutive month period thereafter during the term of this Agreement.

1.12. *Probing Client:* A single artificial client entity that simulates a single real client accessing the web application that is being tested.

1.13. *Proprietary Right:* A patent, copyright, trademark, trade secret, or other proprietary or intellectual property right.

1.14. *Service:* Service that allows users to test the performance of their web and phone applications, websites and APIs, using cloud-computing resources and on-premise services.

1.14. *Software Product:* The WebLOAD software product being furnished and licensed to CUSTOMER pursuant to this Agreement.

1.15. *User:* An authorized employee of CUSTOMER or a temporary employee, consultant or agent working for CUSTOMER and on behalf of CUSTOMER for whom the CUSTOMER has paid the applicable License fee or has received it for free, to use the Service or Software Product as set forth in this License.

1.16. *Virtual Clients:* Multiple artificial client entities that simulate multiple real clients accessing the web application that is being tested.

1.17. *Workstation:* An independent console that runs Webload.

1.18. *Connected Workstation:* A dependent console that runs Webload, is connected to the Resource Manager. At the Connected Workstation, Users can request resources (Virtual Clients and Probing Clients) and free the resources being used.

ARTICLE 2.0. LICENSE PROVISIONS.
2.1. Grant of License.

2.1.1. Upon and subject to the terms and conditions of this Agreement, RADVIEW hereby grants to CUSTOMER the License to use the Service or Software Product and Documentation, solely for CUSTOMER's business operation.

2.1.2 The License for the Service or Software Product shall commence on the Effective Date and shall continue in effect thereafter for the

period specified in the License or the License File unless and until the License for the Service or Software Product or this Agreement is terminated in accordance with the terms and conditions of this Agreement.

2.1.3. At CUSTOMER's request, and subject to CUSTOMER being in compliance with its obligations under this Agreement and payment of the additional License Fee and Maintenance Fee therefor when applicable, RADVIEW agrees to increase the maximum number of Virtual Clients and/or the maximum number of Probing Clients and/or the maximum number of WebLoad Workstations. In such event, CUSTOMER shall, within thirty (30) days of its receipt of an invoice from RADVIEW, pay (a) RADVIEW's additional License Fee for such increase, plus, when applicable, (b) a portion of the annual Maintenance Fee for such increase, prorated according to the remaining portion of the then-current Maintenance Period. There is no limitation on the size of the increase in the maximum number of Virtual Clients or maximum number of Probing Clients or maximum number of WebLoad Workstations that CUSTOMER may request; provided, that RADVIEW's then-current price list covers increases requested.

2.2. Conditions of Use.

2.2.1. CUSTOMER may not copy the Service or the Software Product except for (a) such copies or portions thereof as may be generated as part of the normal operation of the Service or the Software Product and (b) archival copies of the Service or the Software Product as may be reasonably necessary to support CUSTOMER's use thereof under this Agreement and (c) for disaster recovery purposes. CUSTOMER may make copies of the Documentation as CUSTOMER reasonably determines to be necessary to support CUSTOMER's User(s). CUSTOMER may not otherwise copy or reproduce any of the Documentation. CUSTOMER agrees to reproduce and incorporate all Proprietary Rights notices of RADVIEW and its licensors in each such copy of the Service or the Software Product and Documentation, and all such copies, shall be the property of RADVIEW and subject to the terms and conditions of this Agreement.

2.2.2. In order to access the Service CUSTOMER will need to register and open an account. Customer must complete the registration process by providing RADVIEW with current, complete and accurate information as prompted during the registration process about him and any entity he is employed by, including his e-mail address (username) and password. CUSTOMER agrees to maintain and update his information to keep it accurate, current and complete and agree not to transfer or sell his use of or access to the Service to any third party.

2.2.3. CUSTOMER is solely responsible for maintaining the confidentiality of his username and password and for any and all activities (including transactions, if any) that are conducted through such user name and password. CUSTOMER shall take full responsibility for his own, and third party, use of the Service or Software Product. CUSTOMER is solely responsible for any and all activities that occur following his use of the Service and Software Product.

2.2.4. RADVIEW may collect and process usage data regarding USER's access and/or interaction with the Service and Software Product (e.g., RADVIEW may record sessions of USER's use of the Service and/or the Software Product and monitor mouse clicks and the typing of characters by the USER when using the Software Product and/or the Service) to better understand USER's needs and to optimize the Service and Software Product. RADVIEW may use cookies and other technologies to collect such data on USER's behavior while using the Service and/or Software Product and USER's devices. RADVIEW may use this information and any technical information about his use of the Service to tailor its presentations to CUSTOMER, facilitate his movement through the

Service, communicate separately with CUSTOMER, or develop and/or maintain the Service.

2.2.5. At RADVIEW's request, CUSTOMER shall provide RADVIEW with a list of all copies and locations of the Service or the Software Product and Documentation and RADVIEW may from time to time, upon written notification to CUSTOMER, perform an audit of the CUSTOMER's use of the Service or the Software Product and Documentation and CUSTOMER's compliance with the provisions of this Agreement. Any such audit shall be made during CUSTOMER's normal business hours. RADVIEW shall notify CUSTOMER, in writing, ten (10) business days prior to such audit. Such audit shall not unreasonably interfere with CUSTOMER's business operations and CUSTOMER agrees to cooperate with RADVIEW in any such audit.

2.2.6. CUSTOMER shall not modify, disassemble, reverse compile, or otherwise reverse engineer the Software Product. CUSTOMER shall not translate or make derivative works of the Service or the Software Product or Documentation.

2.2.7. The Service or the Software Product shall be used only to evaluate the performance of Web applications running on servers that are located on CUSTOMER's premises and are owned and operated by CUSTOMER. By way of example and not limitation, the use of the Service or the Software Product on a "service bureau" basis or otherwise to provide services on behalf of or for the benefit of CUSTOMER's customers or any other third parties on either a fee or gratis basis is prohibited.

2.2.8. Each copy of the Software Product Licensed hereunder may be installed only on a single CPU or on a single Virtual Machine ("VM") or on any other single computer machine. EACH ADDITIONAL INSTALLATION AND USE OF THE SOFTWARE PRODUCT REQUIRES AN ADDITIONAL LICENSE. In the event CUSTOMER wishes to transfer or to install a copy of the Software Product on another CPU/VM/computer machine, CUSTOMER will be required either to uninstall the copy from the first CPU/VM/computer machine or pay the required License fees for each additional copy of the Software Product installed on additional CPU/VM/computer machines.

2.2.9. CUSTOMER shall only use, on a concurrent basis, the number of Virtual Clients for which CUSTOMER has received for free or has paid the applicable License Fee, and which shall be tracked in the License or the License File during the use and operation of the Service or Software Product . CUSTOMER shall also use the WebLOAD Workstation software only on the number of workstations for which CUSTOMER has received for free or has paid the applicable License Fee. Furthermore Customer shall not combine the Software Product with other Licenses or License Files in order to test higher volumes.

2.2.10. CUSTOMER shall only use, on a concurrent basis, the number of Connected Workstations (ports) for which CUSTOMER has paid the applicable License Fee.

2.2.11. THE SOFTWARE PRODUCT IS NOT DESIGNED OR INTENDED FOR USE IN ONLINE CONTROL OF AIRCRAFT, AIR TRAFFIC, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATIONS, OR IN THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY NUCLEAR FACILITY. CUSTOMER SHALL NOT USE OR REDISTRIBUTE THE SERVICE OR THE SOFTWARE PRODUCT FOR SUCH PURPOSES.

2.2.12. The Use of the Service and Software Product and the ability to produce accurate and effective results from it highly depends on the User's expertise in operating the Service or Software

Product. Therefore, CUSTOMER shall be responsible for ensuring that he is competent to write the scripts required to receive optimal results from the Service or Software Product.

2.3. License and Maintenance Fees.

2.3.1. In consideration of the License for the Service or the Software Product granted by RADVIEW under this Agreement, CUSTOMER agrees to pay the License Fee to RADVIEW within thirty (30) days of the Effective Date.

2.3.2. The Maintenance Fee for the initial Maintenance Period shall be the applicable amount set forth in the applicable purchase order, which amount shall be payable within thirty (30) days of the Effective Date. The Maintenance Fee for each subsequent Maintenance Period is subject to increase. RADVIEW shall notify CUSTOMER of any increase in the Maintenance Fee at least sixty (60) days prior to the end of the then current Maintenance Period. The Maintenance Fee for each such subsequent Maintenance Period shall be payable on the later of (a) the commencement date of such Maintenance Period, or (b) the thirtieth (30th) day following CUSTOMER's receipt of RADVIEW's invoice for such Maintenance Fee.

2.3.3. In the event CUSTOMER resumes its subscription for Maintenance Services after having previously refused or discontinued its subscription for Maintenance Services, CUSTOMER shall be required to pay (i) the Maintenance Fee for the period for which CUSTOMER had refused or discontinued its subscription for Maintenance Services, (ii) a 50% surcharge on the Maintenance Fee for the period CUSTOMER had refused or discontinued its subscription of Maintenance Services to cover RADVIEW's costs of upgrading CUSTOMER to the current release of the Software Product, and (iii) the Maintenance Fee for the new Maintenance Period. All of the foregoing Maintenance Fees shall be at the RADVIEW's then current list price.

2.3.4. ALL LICENSE FEES AND MAINTENANCE FEES ARE NON-REFUNDABLE.

ARTICLE 3.0. MAINTENANCE PROVISIONS.
3.1. Maintenance Services.

3.1.1. Subject to the Maintenance Conditions (as defined below) and subject to CUSTOMER paying the Maintenance Fee when applicable, RADVIEW agrees to provide CUSTOMER with the following services ("Maintenance Services") for the Service or the Software Product: (a) World Wide Web based support service to cause the Service or the Software Product to perform in accordance with its Documentation in all material respects, (b) telephone support services to cause the Service or the Software Product to perform in accordance with the Documentation in all material respects, available to CUSTOMER during RADVIEW's normal business hours, 8:00 a.m. to 6:00 p.m., Central European Time, Monday through Friday (excluding holidays observed by RADVIEW), or 8:00 a.m. to 6:00 p.m., US Central Standard Time, Monday through Friday (excluding holidays observed by RADVIEW) in the event the Customer's principal headquarters are located in America, and (c) distribution of such Enhancements as are distributed generally by RADVIEW at no additional charge to RADVIEW's other software maintenance customers for the Service or the Software Product on a when and if available basis.

3.1.2. Each Enhancement of the Service or the Software Product under this Agreement shall be considered to be part of the Service or the Software Product for purposes of this Agreement, and, likewise, each update of the Documentation delivered by RADVIEW to CUSTOMER shall be considered to be part of such Documentation for purposes of this Agreement. RADVIEW and CUSTOMER agree that each party's rights, restrictions, and obligations under this Agreement with respect to the Service or the Software Product and Documentation shall also extend and apply to all Enhancements and updates thereof.

3.2. Maintenance Conditions.

3.2.1. RADVIEW's obligation to provide Maintenance Services for the Service or the Software Product is subject to the following conditions when applicable ("Maintenance Conditions"): (a) CUSTOMER shall have paid the Maintenance Fee for the current Maintenance Period; (b) the Software Product is being used by CUSTOMER in accordance with the terms and conditions of this Agreement; (c) the release of the Software Product being used by CUSTOMER is the most recent release (or the release just prior to the most recent release) provided by RADVIEW under this Agreement; and (d) CUSTOMER shall have provided RADVIEW with all information reasonably requested by RADVIEW from time to time in connection with RADVIEW's performance of Maintenance Services.

3.2.2. If RADVIEW is requested to provide Maintenance Services to CUSTOMER for the Service or the Software Product under circumstances where a Maintenance Condition has not been satisfied, and RADVIEW is aware that such Maintenance Condition has not been satisfied, then RADVIEW will notify CUSTOMER prior to performing the requested Maintenance Services. If RADVIEW provides Maintenance Services to CUSTOMER for the Service or the Software Product where a Maintenance Condition has not been satisfied (after giving CUSTOMER any required notice, as set forth above), or if RADVIEW determines that the problem reported by CUSTOMER resulted from problems with CUSTOMER's computer equipment, operating systems, or other system software, or from problems with any other software or database upon which the Service or the Software Product relies or with which the Service or the Software Product interfaces or is interdependent, then CUSTOMER agrees to pay to RADVIEW a separate fee for the Maintenance Services provided by RADVIEW based on the services provided and RADVIEW's then-current rates for such services. Such fee shall be payable within thirty (30) days of CUSTOMER's receipt of RADVIEW's invoice therefor.

3.2.3. Either party may terminate Maintenance Services at the end of the then current Maintenance Period by giving written notice to the other party at least sixty (60) days prior to the expiration of CUSTOMER's then current Maintenance Period. Termination of Maintenance Services by CUSTOMER does not terminate CUSTOMER's right to use the Software Product under this Agreement.

ARTICLE 4.0. PROPRIETARY RIGHTS; CONFIDENTIALITY.

4.1. CUSTOMER shall not have any right, title, or interest in the Service or the Software Product, or Documentation, nor in any Proprietary Rights related thereto, except for CUSTOMER's right to use the Service or the Software Product and Documentation in accordance with this Agreement. RADVIEW reserves all rights not expressly granted by it to CUSTOMER under this Agreement.

4.2. CUSTOMER agrees not to sell, transfer, publish, disclose, display, copy (except as provided in Section 2.2.1), or otherwise make available to any third party the Service or the Software Product or Documentation.

4.3. CUSTOMER agrees to (a) secure and protect all copies of the Software Product and Documentation in a manner consistent with CUSTOMER's obligations under this Agreement, and (b) take appropriate action by instruction or agreement with CUSTOMER's employees, temporary employees, consultants, or other third parties who are permitted access to the Service or the

Software Product(s) or Documentation in order to satisfy CUSTOMER's obligations hereunder.

4.4. Each party also agrees not to use Confidential Information of the other party except to the extent required to implement, maintain, and support the Service or the Software Product for CUSTOMER's use under this Agreement. Notwithstanding the foregoing, a party may disclose Confidential Information of the other party to those employees and contractors of the first party who have a need to know such Confidential Information in order to implement, maintain, and support the Service or the Software Product for CUSTOMER's use under this Agreement; provided, that such disclosure and use is made subject to the same restrictions as are set forth herein.

4.5. Either party may publicly disclose the existence of this Agreement, but neither party shall disclose details of the Agreement, nor quote the other party, without written consent from the other party.

4.6. The Service or the Software Product may contain software developed by third party vendors Sun Microsystems Inc., World Wide Web Consortium, RSA Data Security Inc., Consensus Development Corporation, Global Majic Software Inc., Microsoft Corporation, Software FX, Inc., Fairpoint Technologies, Inc., Stingray Software Inc. and Grafana, among others (hereinafter, "the Licensors"). CUSTOMER acknowledges that the Licensors are third party beneficiaries under this License Agreement.

ARTICLE 5.0. CUSTOMER'S RESPONSIBILITIES.

5.1. Unless otherwise set forth in an addendum to this Agreement, CUSTOMER is responsible for (a) any interfacing between the Service or the Software Product and all other software and database(s) used by CUSTOMER, and (b) installing, managing, and operating the Service or the Software Product.

5.2. CUSTOMER shall fully comply with all applicable laws and regulations in any use of the Service or Software Product. CUSTOMER is prohibited from violating system or network security; this may result in criminal and civil liability, including, but not limited to the following: using the Service to penetrate, or attempt to penetrate, security measures of RADVIEW's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data; unauthorized use, access, investigation of a system security or authentication measures, traffic or data; using the Service or Software Product to distribute any "virus" or other software or instructions intended to destroy or corrupt or otherwise interfere with others' access to and/or use of the Services or Software Product, the Internet, their computer systems and/or data; interference with Service or Software Product to any user, host or network including, without limitation, mail bombing, flooding, overloading a system and broadcast attacks, forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting; using the Service or Software Product to gather, or attempt to gather personal information about third parties without their consent; or use the Service or Software Product to test websites that you are not authorized to test.

5.3. Any United States (whether federal, state, or local) or foreign sales, use, or other taxes (excluding only any tax based on RADVIEW's net income), assessments, or other governmental fees or charges arising from any payments made or to be made by CUSTOMER to RADVIEW under this Agreement or any Addendum hereto, or from the implementation, licensing, or use of the Service or the Software Product or Documentation, or from any Maintenance Services or other services provided by RADVIEW to CUSTOMER, or otherwise related to or arising out of this Agreement, are the responsibility of and shall be paid by

CUSTOMER or, if RADVIEW is required to pay the same, shall be reimbursed by CUSTOMER to RADVIEW.

5.4. CUSTOMER shall comply with all United States and foreign export and import laws, rules, and regulations related to CUSTOMER's implementation, license, and/or use of any Service or Software Product(s) or Documentation outside the United States. CUSTOMER shall be responsible for and shall pay (or reimburse RADVIEW for) all United States and foreign export and import duties, fees, and other governmental charges, however designated, associated with CUSTOMER's implementation, license, or use of the Service or the Software Product, or Documentation outside the United States.

5.5. All training, implementation, consulting, and other services provided by RADVIEW to CUSTOMER (excepting only Maintenance Services provided under Article 3.0), including reasonable travel expenses, will be billed separately by RADVIEW to CUSTOMER at RADVIEW's then-current standard rates for the services so provided.

5.6. All amounts payable by CUSTOMER to RADVIEW under this Agreement shall, except to the extent that different payment terms therefor are set forth in this Agreement, be payable in full within thirty (30) days of CUSTOMER's receipt of an invoice therefor from RADVIEW.

5.7 Customer should not send RadView his credit card details by email or by any other electronic transmission or through any other method, unless this is done through a secured URL of third party payment platform provided by RADVIEW. RADVIEW shall not be liable for the storage of or for securing CUSTOMER's credit card details provided by CUSTOMER.

ARTICLE 6.0. INFRINGEMENT CLAIMS.

6.1. RADVIEW warrants to CUSTOMER that RADVIEW has all such rights as are necessary for RADVIEW to license the Service or the Software Product to CUSTOMER in the manner set forth in this Agreement (the "Rights Warranty").

6.2. CUSTOMER agrees to notify RADVIEW promptly in writing of any threatened or pending judicial action brought against CUSTOMER alleging that CUSTOMER's use of the Service or the Software Product infringes a valid United States patent or copyright or constitutes misuse or misappropriation of any United States trade secret ("Infringement Claim"). If CUSTOMER is otherwise in compliance with its obligations under this Agreement, RADVIEW shall indemnify and defend such action at its own expense and will pay (a) the legal fees of counsel engaged by RADVIEW to defend CUSTOMER, (b) any costs and damages awarded against CUSTOMER in such action, and (c) any amount agreed to be paid by RADVIEW in settlement of such action. RADVIEW's foregoing obligations are subject to and conditioned upon RADVIEW having the sole control of the defense of such action, all negotiations, and its settlement, and CUSTOMER cooperating fully with RADVIEW in such defense.

6.3. In the event that a final injunction is obtained against CUSTOMER's use of the Service or the Software Product by reason of an Infringement Claim, RADVIEW shall (or, at any time prior thereto, RADVIEW at its option may), at its own expense, either (a) procure for CUSTOMER the right to continue to use the infringing Service or the Software Product, or (b) replace or modify the infringing Service or the Software Product to make its use non-infringing while being capable of performing the same function.

6.4. RADVIEW shall have no obligation to CUSTOMER with respect to any Infringement Claim to the extent that such Infringement

Claim is based on (a) CUSTOMER's use of any non-current version of the Software Product, defined as the most recent release and the release just prior to the most recent release, to the extent that CUSTOMER's liability for such Infringement Claim would have been avoided by the use of a more recent version of the Software Product which had been provided by RADVIEW to CUSTOMER, or (b) the combination, operation, or use of the Service or the Software Product with software or equipment which was not provided by RADVIEW, to the extent that CUSTOMER's liability for such Infringement Claim would have been avoided in the absence of such combination, operation, or use.

6.5. Except as otherwise specifically set forth in this Article, RADVIEW shall have no liability to CUSTOMER with respect to any breach of the Rights Warranty or any alleged or actual infringement, misuse, misappropriation, or other violation of a third party's Proprietary Rights related to the Service or the Software Product, or any part thereof or CUSTOMER's use thereof.

ARTICLE 7.0. LIMITATION OF LIABILITY.

7.1. Neither party shall be liable to the other for any delay or failure to perform any of such party's obligations under this Agreement if such delay or failure arises from any cause or causes beyond the reasonable control of such party.

7.2 When running tests using the Service, CUSTOMER may choose to provision servers on which he will run the test from different services provider like Amazon Web Services, Google and Azure. RADVIEW shall not be responsible for any issues with the testing caused by the service providers (i.e. technical issues, running out of servers, failure of the servers, etc.)

7.3 CUSTOMER acknowledges that the Service uses or contains certain software, products and services which were developed and owned by third parties. Accordingly, CUSTOMER agree that RADVIEW shall not be held responsible for third party products and services and will not be obligated to compensate the CUSTOMER and no refunds will be issued for third party products' and services' malfunction, errors or defects, including but not limited to the fact that RADVIEW facilitates reliable hosting/ cloud providers, yet RADVIEW cannot be held responsible for such hosting/ cloud providers' resources connection failure and/or interruption and/or hosting/ cloud providers' resources restrictions and/or limitations.

7.2 RADVIEW MAKES AND CUSTOMER RECEIVES FROM RADVIEW NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, SOFTWARE PRODUCT, DOCUMENTATION, MAINTENANCE SERVICES, THIRD PARTY SOFTWARE OR OTHER SERVICES. THE SERVICE AND SOFTWARE PRODUCT ARE PROVIDED "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" AND RADVIEW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

7.3. EXCEPT AS SPECIFICALLY DESCRIBED BELOW, CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND RADVIEW'S ENTIRE LIABILITY FOR ANY BREACH OF THIS AGREEMENT BY RADVIEW ARE AS SET FORTH IN ARTICLE 7.0 HEREOF. THE FOREGOING IS NOT HOWEVER INTENDED TO LIMIT THE LIABILITY OF EITHER PARTY ARISING AS A RESULT OF THE NEGLIGENT ACTS OF EMPLOYEES OF SUCH PARTY WHICH ARE UNRELATED TO THE USE OR PERFORMANCE OF THE SERVICE OR SOFTWARE PRODUCT, AND WHICH RESULT IN PERSONAL INJURY OR PROPERTY DAMAGE.

7.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY'S RIGHTS, REMEDIES OR LIABILITY SHALL BE LIMITED HEREUNDER IN ANY MANNER AS TO ANY BREACH OF THIS AGREEMENT WITH RESPECT TO ANY INTELLECTUAL PROPERTY, PROPRIETARY RIGHTS OR CONFIDENTIAL INFORMATION OF THE OTHER PARTY OR AS TO ANY MISAPPROPRIATION, INTENTIONAL OR OTHERWISE, THEREOF.

7.5 EXCEPTING ONLY AS SPECIFICALLY PROVIDED IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN NO EVENT SHALL RADVIEW BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING LOSSES OR DAMAGES FOR ANY LOST REVENUES, PROFITS, OR DATA), EVEN IF IT HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICE, SOFTWARE PRODUCT, BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.

7.6 CUSTOMER FURTHER AGREE THAT RADVIEW SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH LOSS OF DATA, ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, COMMUNICATIONS LINE FAILURE, FILE CORRUPTION, OR SERVICE INTERRUPTIONS CAUSED BY THE NEGLIGENCE OF EITHER RADVIEW OR ITS SUB-CONTRACTORS AND SERVICE PROVIDERS, ALL OF WHICH IS IRRESPECTIVE OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, EVEN IF RADVIEW HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.7 MOREOVER, RADVIEW SHALL HAVE NO LIABILITY FOR THE SECURITY AND INTEGRITY OF ANY DATA OR INFORMATION CUSTOMER STORE OR TRANSMIT USING THE SERVICE, THE SOFTWARE PRODUCT OR THE INTERNET, INCLUDING ANY DATA OR INFORMATION STORED OR TRANSMITTED BY ANY COMPUTER DESIGNATED AS "SECURE". CUSTOMER IS RESPONSIBLE FOR IMMEDIATELY REPORTING TO RADVIEW ANY ISSUE THAT COULD COMPROMISE THE SECURITY OR INTEGRITY OF ANY USER OR SYSTEM TAKING PART IN THE SERVICE.

ARTICLE 8.0. TERMINATION.

8.1. RADVIEW, at its option, shall be entitled to suspend or terminate, in part or whole, this Agreement upon the occurrence of any material breach or default by CUSTOMER of any of CUSTOMER's obligations under this Agreement. If CUSTOMER's breach or default is of a nature which may be cured by CUSTOMER, then RADVIEW may exercise its right to terminate this Agreement only if such breach or default continues uncured for a period of thirty (30) days following CUSTOMER's receipt of written notice of such breach or default.

8.2. CUSTOMER agrees that, in the event of any termination of the Agreement RADVIEW shall stop providing, and CUSTOMER shall stop accessing the Service; and CUSTOMER shall, within fifteen (15) days from the date CUSTOMER receives written notification of such termination, purge all copies of the Software Product and Documentation from all computers and storage media on which CUSTOMER has maintained them, destroy all copies of the Software Product and Documentation provided to or made by CUSTOMER under this Agreement, and promptly certify in

writing to RADVIEW that the same have been purged and destroyed.

8.3. Furthermore in the event of any termination (a) CUSTOMER will not be entitled to any refunds of any usage fees or any other fees, (b) RADVIEW shall have no liability to CUSTOMER or any third party because of such termination and (c) any outstanding balance or other unpaid payment obligations during the remainder of the Service term specified in your account with RADVIEW, will be immediately due and payable in full, (iii) all of CUSTOMER's historical data will no longer be available to CUSTOMER 30 days after the termination.

8.3. Termination of this Agreement shall not relieve either party of any payment or other obligation under this Agreement which was to have been performed by such party prior to the termination. All provisions of this Agreement which by their nature are intended to survive the termination of this Agreement (including the provisions of Article 1.0 and Articles 4.0 through 11.0) shall survive such termination.

ARTICLE 9.0.   U.S. GOVERNMENT RESTRICTED RIGHTS.

The Software Product is "Restricted Computer Software." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (OCT 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable, and as amended. The Contractor/Manufacturer is RadView. RADVIEW can be contacted at info@radview.com, Israeli number: +972-3-9157060 or at its US toll free number: 1-888-RADVIEW.

ARTICLE 10.0.   GENERAL PROVISIONS.

10.1. This Agreement, including the Exhibits and Addenda hereto, constitutes the entire agreement between RADVIEW and CUSTOMER with respect to the subject matter hereof and supersedes any and all prior agreements, statements, purchase orders, covenants, understandings, representations, warranties, and undertakings, whether written or oral, between them regarding such matters.

10.2. This Agreement may not be amended, in whole or in part, except by an instrument in writing signed by both RADVIEW and CUSTOMER.

10.3. This Agreement shall be binding upon and for the benefit of RADVIEW and CUSTOMER and their respective legal representatives, successors, and assigns; provided, that CUSTOMER shall not be entitled to assign, sublicense, delegate, or otherwise transfer any of CUSTOMER's rights or obligations under this Agreement without RADVIEW's prior written consent (which consent shall not be unreasonably withheld or delayed), except in the event of an assignment to a third party who purchases all or substantially all of CUSTOMER's assets and who agrees to be bound by the provisions of this Agreement.

10.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to the conflict of laws rules and the United Nations Convention on

Contracts for the International Sale of Goods, the application of which is expressly excluded. Each party hereby expressly consents to the exclusive jurisdiction of the competent courts in Tel-Aviv-Jaffa for any claim or action arising from this Agreement, including its enforcement, breach or interpretation. However, in the event the Customer's principal headquarters are located in America, then this Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, USA, without giving effect to the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Each party hereby expressly consents to the exclusive jurisdiction of the competent courts in New Jersey, USA for any claim or action arising from this Agreement, including its enforcement, breach or interpretation.

10.5. In the event of any litigation between the parties concerning performance or non-performance of either party's obligations under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for the costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or paid by the prevailing party in such litigation.

10.6. Any demand, notice, consent, or other communication required by this Agreement to be given in writing shall be given either (a) by being hand-delivered to the receiving party, or (b) by being deposited in the mail (registered or certified) or delivered to a recognized private express common carrier, postage or freight prepaid, addressed to the receiving party. Either party may change its address by giving written notice to the other party of the changed address.

10.7. No waiver by either party of any breach or default by the other party of any of its obligations under this Agreement shall be deemed to be a waiver of any other breach or default of the same or any other nature.