

TopMatch User License Agreement

1. License Agreement

Top Solutions (L.H.B) Ltd. (the "Company") hereby grants you a non-transferable, non-exclusive license to use the software product known as TopMatch (the "Product"), subject to the terms and conditions of this license agreement (the "Agreement"), as set forth herein. You are granted the right to use the Product as licensed, for your own purposes, in an ordinary and reasonable manner. The Company may update this Agreement from time to time, without granting you a prior notice of such updates. The use of the Product is subject to all additional terms and conditions, which might be published by the Company from time to time. The right to use the Product granted to you by the Company hereunder, provides access to a variety of on-line sources and tools. Unless specifically otherwise provided, this Agreement shall be binding in all aspects regarding any modification, upgrade, new version or any other authorized change of the Product.

2. Account, Password, User's Data Protection

a. To use the Product you will receive a password and an operation

account. It is your responsibility to keep the password and the account name secret, and you will be responsible for all actions made under your password and account. You agree: (a) to immediately notice the Company of any unauthorized use of your password or account or of any other interruption or violation of user's secured data; and (b) at the completion of each use, to log out from your account according to instructions, using all necessary steps in order to terminate the use properly.

b. The Company allocates resources in order to protect user's data stored

by user through the Product and uses certain data protection systems in order to do so. The Company does not in any way transfer any such data to third parties or uses it for commercial purposes. Yet, and without derogating from anything in this Agreement, The Company shall not be responsible in any way and shall not bear any loss, damage, payment or compensation caused due to exposure or use of such data.

c. The Company shall be entitled to expose any data and information

should it be required to do so by law, or should it reasonably believe, that this kind of exposure is required in order to: (a) fulfillment of any requirements which arise due to legal procedures; (b) enforce this Agreement or any additional binding terms of use; (c) respond to allegations regarding the infringement of third parties rights; (d) protect the rights, property or safety of The Company, the users or the public.

3. General Copying Restrictions

YOU MAY NOT, and may not allow others to:

a. Sell, distribute, exchange, loan, rent, lease, give, sub-license or

otherwise transfer the Product in whole or in part, to any other party.

b. Copy or translate the Product or any part thereof, or any documentation included.

c. Copy, alter, change, translate, de - compile or reverse engineer the Product or any part thereof, including but not limited to, modifying the Product in order to create new products based on the Product.

d. Purchase or use the Product in order to resell it, or for any use other than for your own purposes.

e. Create or use an alternative access to the Product, other than the interface delivered to you by the Company for this purpose.

f. Create or use modified versions of the Software, as defined hereunder, including in order to enable unauthorized access to the Product.

4. Proprietary Rights

a. Product name and design, the logo TopMatch, manuals, documentation, Product software and any other data required in order to operate and use the Product, including data bases, algorithms, plans, codes, sketches, techniques etc. (the "Software"), contain classified information, and are either patented, copyrighted, trademarked or owned by the Company as trade secrets or other proprietary information.

b. Your use of the Product and Software is subject the Company's proprietary rights, as specified in this agreement, and you are hereby obliged to conduct the use of the Product and Software in accordance therein.

c. The use of the Product shall not grant any other right to the user except for the right to use the Product as herein specified

d. The Product and Software might also contain information provided by third parties, and the above shall be binding regarding such information as well, as far as those third parties in fact own such information.

e. In the framework of this Agreement you are also granted a non-transferable, non-exclusive license to use the Product's object code of the Software as a service; provided, however, that you will not perform, or let others perform or create any copy, change, reverse assemble or any other attempt to reveal the Software source code, sell it, grant a sub license, assign, pledge or transfer it or the Product in any other way.

f. The Company reserves the right, at any time and from time to time, according to its sole discretion, to change, alter, improve, release different versions of the Product, and to terminate, temporarily or permanently, the use of the Product, it's operation or the access thereto, or any part thereof, without granting any prior notice for such termination. The Company shall not be responsible towards you or towards any third party for such change or termination.

5. Users Responsibilities

a. In order to use the Product you may need an access to the World Wide

Web (the Internet). It is the user's responsibility to ensure the existence of an access to the World Wide Web (the Internet) and the adequate equipment required in order to enable such access and operate therein.

b. The product may contain links to Web sites, which are not operated or controlled in any way by the Company. These links are made available for user's convenience only, and the Company shall not be responsible in any way for the availability, content, services products or quality of such sites, and shall not be responsible to any loss or damage deriving out of, or caused due to the reliance upon, or use of such content, services and products.

c. By using the Product you agree that all information, data, text, software, music, sounds, photographs, graphics, videos, messages and any other information included in the Product is in the sole responsibility of the person or entity, who are the source for such information, and the company has no responsibility regarding such information. You will be liable for the information and data inserted, loaded, sent by e-mail, sent by SMS message published or transferred by you through the Product.

d. The Company does not control in any way the content published or transferred by users or other third parties through the Product and thus makes no representations as to the quality, suitability, functionality or legality of such content.

f. You will not use the Product in order to: (i) Install, publish, e-mail or transfer in any other way, any content which is prohibited by any law or regulation, or which constitutes or facilitates the violation of any law or regulation or any content which may harm, damage, threat, insult, harass, libel, offense or penetrate the privacy of others, or which is or may be of a racial or ethnical nature; (ii) Counterfeit or forge titles or change identifying means, so that the source of the content transferred by the Product shall be disguised; (iii) Install, publish, e-mail or transfer in any other way, any viruses, codes, files or programs designed to damage, disturb, destroy or limit any software or hardware or telecommunication equipment; (iv) Install, publish, e-mail or transfer in any other way, any restricted information, which you are prevented from transferring according to any law or agreement, including non disclosure agreements, and including internal, secret or restricted information exposed to you due to the existence of employment or trusteeship relationship, etc. (v) Disturb or damage the Product, servers or networks to which the Product is connected, or ignore any conditions, policies or regulations of such networks; (vi) Violate any local, state, national or international law, which applies to the Product and its use.

g. Anything to the contrary notwithstanding, the Company shall have the right (but not the duty), at her sole discretion, not to allow transmission, or to remove, content which is made available through the Product.

h. The use of the Product is at your own risk, and it is your responsibility to evaluate the risks involved in such use, including the reliance upon the accuracy, perfection or benefit of the content made available to you through the Product.

6. Termination

a. If the Company believes that any of the terms and conditions of the Agreement are violated by the user, the Company may, in addition to all other legal rights and remedies, terminate this Agreement.

b. Upon termination of this Agreement, you will cease the use of the Product, and will return the Product and any related information, materials, data, media etc. supplied to you with regard to the Product.

c. The provisions of this Agreement which protect the proprietary rights of

the Company and the provisions designed to protect the Company against claims related to the Product or its use, including indemnification provisions, shall survive termination of this Agreement regardless of its reason, and shall remain in full force and effect following such termination.

7. User's Indemnification

In the event of any claim or demand arising, directly or indirectly, out of your use of the Product, including; (a) content transferred by the user of the Product; or - (b) user's connection with the Company or the Product; or - (c) any violation of this Agreement by user; or - (d) user's infringement of third parties rights, user shall indemnify and hold the Company, its subsidiaries, employees, directors, managers, distributors, agents, dealers and assignees harmless against any such claim, and will pay all damages, loss, punitive damages etc., according to a final decision of a court of competent jurisdiction, and reasonable attorney's fees caused due to such a claim or demand.

8. Warranties; Limited Liability

The Company will act regarding the Product in a proper and reasonable manner, dedicate the required attention and caution to it, and shall make reasonable efforts to ensure that you will receive a Product that you can use. EXCEPT AS SPECIFIED IN THIS PARAGRAPH THERE ARE NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY FOR A PARTICULAR PURPOSE. THE PRODUCT IS PROVIDED "AS IS", AND IN NO EVENT WILL THE COMPANY, OR ANY DISTRIBUTOR OR DEALER, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DUE TO LOSS OF PROFITS, REPUTATION AND ANY OTHER INTANGIBLE ASSETS) ARISING OUT OF, OR CONNECTED IN ANY WAY WITH, YOUR USE OF THE PRODUCT, INCLUDING: (a) A BREACH OF THIS AGREEMENT; (b) YOUR USE, MISUSE OR LACK OF ABILITY TO USE THE PRODUCT; (c) ANY TRANSACTIONS MADE THROUGH THE PRODUCT, OR THE PURCHASE OR RECEIPT OF OTHER PRODUCTS, SERVICES OR TRANSMISSIONS THROUGH IT; (d) PERFORMANCE OF AN UNAUTHORIZED ACCESS OR CHANGE OF THE PRODUCT OR OF YOUR TRANSMISSIONS OR DATA THEREIN; (e) THIRD PARTIES ACTIONS OR STATEMENTS REGARDING THE PRODUCT; (f) UNAVAILABILITY OF DATA, A FAILURE IN TRANSMITTING, SUPPLYING, ERASING OR STORAGE OF DATA, OR INADEQUATE OR INAPPROPRIATE .FUNCTIONS AND DEFINITIONS OF THE PRODUCT. The sole and exclusive remedy you will be entitled to receive from the Company in connection with the Product shall be, at the Company's option either (i) to replace the Product or any part thereof, or (ii) to refund the amount paid by you for the Product. Under no circumstances will the Company's total liability regarding this Agreement exceed the total purchase price paid by you as consideration for the Product. While reasonable effort has been made to ensure that you will receive a Product that you can use, neither the Company nor any distributor or dealer of the Product warrant that Products' functions will meet your requirements or that the operation of the Product will be uninterrupted, error-free, secured, supplied immediately on request, produce accurate and reliable results and contain true and correct information. Due to the complex nature of computer programs, the Product (like all large programs) will probably never be completely error-free.

9. Miscellaneous

i. No delay or omission by the Company to exercise any right or to remedy any breach of the terms and conditions of this Agreement, shall be deemed a waiver of such a right or breach. ii. Should any provision specified herein shall be held to be void, invalid or inoperative, the remaining provisions shall not be affected and shall be interpreted as if such provision has been excluded from this Agreement. iii. This Agreement, together with any additional terms of use of the Product, should such additional terms

be indeed published by the Company, constitute the complete and exclusive statement of agreement between you and the Company, and supersedes all proposals or prior agreements, verbal or written, and any other communications between the parties relating the use of the Product. Anything to the contrary notwithstanding, you might be subject to some additional terms and conditions regarding the use of certain Product components and services manufactured or provided by third parties together with the Product or regarding it, and are required in order to properly use it. Such terms and conditions shall be binding towards third parties manufacturing or providing the Components or services, and towards the Company, provided, however, that Company itself is obliged by such terms and conditions.

iv. This Agreement shall be governed by and construed in accordance with the laws of the State Of Israel , and all disputes, controversies, differences or questions arising out of or related to it shall be settled by the competent courts in Tel-Aviv Israel which shall have exclusive jurisdiction over such matters. v. Anything to the contrary notwithstanding, no action, suit or procedure regarding the Product shall be filed against the Company later than one (1) year following the day on which the cause for such action, suit or procedure was created. vi. Messages regarding the Product, its use, updates and other related subjects will be sent to your E - mail address or any other address provided by you to the Company for this matter. You might also receive messages regarding this Agreement, change of terms and other subjects by way of messages or links sent to you through the Product.

vii. The titles of the provisions in this Agreement are designed only for readers' convenience, and should not be used for interpretation.