

## END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU, EITHER AS AN INDIVIDUAL, COMPANY OR OTHER LEGAL ENTITY IDENTIFIED IN THE PROPOSAL BELOW ("YOU") AND CBNR CLOUD SOLUTIONS LTD. AND ITS AFFILIATES (THE "COMPANY"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING THE "CLOUDBEAT" SOFTWARE. ANY USE OF THE "CLOUDBEAT" SOFTWARE INCLUDING ANY REVISIONS, MODIFICATIONS, ENHANCEMENTS, UPDATES AND/OR UPGRADES THERETO (HEREINAFTER "SOFTWARE") SUPPLIED BY THE COMPANY ARE AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, UNLESS YOU AND THE COMPANY HAVE EXECUTED A SEPARATE AGREEMENT IN WRITING, SIGNED BY BOTH YOU AND THE COMPANY WHICH EXPRESSLY SUPERSEDES THIS AGREEMENT.

**BY USING THE SOFTWARE, YOU ARE EXPRESSLY AND EXPLICITLY ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THIS AGREEMENT OR ARE NOT WILLING TO BE BOUND BY IT, DO NOT DOWNLOAD, INSTALL, OPERATE OR OTHERWISE USE THE SOFTWARE AND YOU MUST PROMPTLY UNINSTALL THE SOFTWARE, AND ANY PART THEREOF, FROM YOUR SYSTEM.**

### 1. License grant and restrictions.

- 1.1 **The Software.** The commercial Software is proprietary software provided to you in binary executable form for the regular and standard purposes the Software was designed for, all in accordance with the terms set forth in this Agreement. The term "Software" includes the Software and its binary code, compilation of data, or visual display resulting from the operation of the Software, and any associated materials, equipment, systems, specifications and documentation.
- 1.2 **License.** Subject to the terms and conditions of this Agreement, the Company hereby grants you, and you accept a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to use the Software solely for your internal business purposes and solely in binary form, all in accordance with the terms contained in this Agreement and in accordance with the Software's documentation. All other rights in the Software are expressly reserved by the Company.
- 1.3 **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of the Company you agree not to, directly or indirectly: (i) use, modify, incorporate into or with other software, or create a derivative work of any part of the Software; (ii) sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this Agreement with or to anyone else (including any companies affiliated with you); (iii) copy, distribute, publish or reproduce the Software; (iv) use or permit the Software to be used to perform services for third parties (including any companies affiliated with you), whether on a service bureau or time sharing basis or otherwise; (v) disclose, publish or otherwise make publicly available the results of any benchmarking of the Software, or use such results for your own competing software development activities or to assist any third party with similar activities; (vi) modify, disassemble, decompile, reverse engineer, revise or enhance the Software or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Software, except to the extent otherwise permitted under applicable law, in the jurisdiction of use, notwithstanding this prohibition; (vii) remove or otherwise alter any of the Company's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to the Software as delivered to you; (viii) ship, transfer or export the Software into any country, or make available or use the Software in any manner which is in violation of applicable export control laws, restrictions or regulations and/or (ix) disclose, provide or otherwise make available trade secrets contained within the Software and related documentation in any form to any third party. You shall implement reasonable security measures to protect such trade secrets.
- 1.4 **Lawful Use:** You hereby declare and agree that you shall only use the Software in a manner that complies with all applicable laws in the jurisdiction in which you use the Software, including, but not limited to, applicable restrictions concerning the protection of privacy and intellectual property (including copyrights and any other intellectual property rights). The Software should be installed in accordance with the instructions of the Company

and in accordance with the instructions set forth in the Software's documentation. In addition to the foregoing, it is your sole and exclusive responsibility to: (i) obtain all approvals, consents, authorizations, permits or licenses required for the use of the Software on your systems; and (ii) comply with applicable privacy and data security laws.

2. **Consideration.** The consideration for the license granted hereunder, will be in accordance with the payment model specified in **Exhibit A** attached hereto (the "**Proposal**"). Unless otherwise specified in the Proposal, you will pay all amounts due under this Agreement in U.S. Dollars. All amounts payable under this Agreement are exclusive of sales, use, value-added, withholding, and other taxes and duties. Each party shall pay all taxes and duties levied upon such party in connection with this Agreement by any authority. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, you shall gross-up the payment under this Agreement by such amount to ensure that after such withholding or deduction the Company shall receive an amount equal to the payment otherwise required.
3. **Title & Ownership.** The Software and the related documentation are licensed and not sold. The Company and its licensors are and shall retain all right, interest and ownership in and to the Software and the related documentation, including without limitation in and to any and all intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Software. This Agreement does not convey to you an interest in or to the Software but only a limited revocable right to use the Software in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights under any law. If you contact the Company with feedback data (e.g., questions, comments, suggestions or the like) regarding the Software (collectively, "**Feedback**"), such Feedback shall be deemed non-confidential, and the Company shall have a non-exclusive, worldwide royalty-free and perpetual license to use or incorporate such Feedback into the Software and/or other current or future products or services of the Company (without your approval and without further compensation to you).
4. **Limited Warranty, Exclusions and Disclaimers.**
  - 4.1 **Limited Warranty.** Subject to the limitations and conditions set forth in the Agreement, the Company represents and warrants that commencing from the Activation Date (as defined below) and for three (3) years thereafter, under normal authorized use, the Software shall perform in substantial conformance with its documentation. As your sole and exclusive remedy and the Company's sole liability for breach of this warranty, the Company shall provide the maintenance and support services in accordance with the Service Level Agreement, attached hereto as **Exhibit B**.
  - 4.2 **Exclusions.** The warranty set forth above shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than the Company's authorized third parties; (ii) accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Software's manuals, specifications or documentation; (iv) the combination of the Software with equipment or software not authorized or provided by the Company or otherwise approved by the Company in the Software's manuals, specifications or documentation; or (v) the Software being licensed for beta evaluation, testing or demonstration purposes.
  - 4.3 **Disclaimers.** OTHER THAN AS EXPLICITLY STATED UNDER THIS AGREEMENT TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE SOFTWARE'S OPERATION WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS. TO THE EXTENT ALLOWED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES, ALL IMPLIED WARRANTIES, AND ALL CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, NON-INTERFERENCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND ANY WARRANTIES ARISING OUT OF

COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, COMPANY DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY THE COMPANY WITH THE SOFTWARE (IF ANY), WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD AND REMEDIES REFERRED TO IN SUBSECTION 4.1 ABOVE. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

5. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (A) THE COMPANY OR ITS SUPPLIERS AND/OR LICENSORS SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE INSTALLATION OF THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY THE COMPANY (IF ANY) AND/OR ANY USE OF OR INABILITY TO USE THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY THE COMPANY (IF ANY), EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO THE COMPANY FOR THE SOFTWARE, IF ANY, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SUCH LIABILITY CAP WILL NOT BE APPLICABLE IN CASE OF (i) WILFUL MISCONDUCT OR GROSS NEGLIGENCE, OR (ii) INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 7.1 BELOW.
6. **Third Party Software.** The Software is based on software which is developed and owned by the Company and/or its licensors. The Software may use or include third party software, files and components that are subject to open source and third party license terms. A list of third party components that their licenses require certain notification is available in the Software or its documentation, and may be updated from time to time ("**Third Party Components**"). Your right to use such Third Party Components as part of, or in connection with the Software is subject to any applicable acknowledgements and license terms accompanying such Third Party Components contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and this Agreement, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. Such Third Party Components are provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. You hereby agree to such terms associated with the Third Party Components. Under no circumstances shall the Software or any portion thereof (except for the Third Party Components contained therein) be deemed "open source" or "publicly available" software. As of the date hereof, the Company is not aware of any Third Party Components' license terms which substantially limit your ability to use the Software in accordance with its documentation.

The licenses of certain Third Party Components may require the provision of the source code of these Third Party Components. With respect to any licenses of Third Party Components that require the provision of the open source code of these Components, the Company will provide you and any third party, during a period set forth by each such license, for a charge of no more than Company's cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, on a medium customarily used for software interchange. For that purpose, you should contact the Company at: [license@cloudbeat.io](mailto:license@cloudbeat.io).

## 7. **Indemnification.**

7.1 Company acknowledges and agrees to defend, at its expense, any third party action or suit brought against you alleging that the Software licensed to you hereunder infringes intellectual property rights held by any third party ("**IP Infringement Claim**"), and the Company will pay any damages (including but not limited to reasonable attorney's fees) awarded in a judgment of a competent court against you that are attributable to any such claim; provided that (i) you notify the Company promptly in writing of such claim; and (ii) you will grant the Company sole authority to handle the defense or settlement of any such claim, suit or proceeding and will provide the Company with all reasonable information and assistance, at Company's expense. The Company will not be bound by any settlement that you enter into without the Company's prior written consent. If the Software becomes, or in the Company's opinion is likely to become, the subject of an IP Infringement Claim, then the Company may, at its sole option and expense (a) procure for you the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite the Company's reasonable efforts, the Company may accept return of the Software and grant you a prorated refund. Notwithstanding the foregoing, the Company shall have no responsibility for IP Infringement Claim resulting from or based on: (i) modifications to the Software made by a party other than the Company or its designee; (ii) your failure to use updated or modified Software provided by the Company specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied or authorized by the Company or not in accordance with the Company's documentation or instructions. THE FOREGOING TERMS STATE THE COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

7.2 You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your unauthorized use of the Software; and/or (ii) your violation of a material term of this Agreement. Company shall promptly notify you of any such claim, complaint or lawsuit. You shall have the right, in your sole discretion, to defend any claim, complaint, or lawsuit and to settle any claim, complaint, or lawsuit at your own expense and by your own counsel. Any settlement agreement must be reasonably approved in advance by the Company. The Company is obligated to cooperate fully in the investigation and defense of any such claim, complaint or lawsuit.

8. **Termination.** This Agreement is effective upon the installation of the Software on your computer systems and will remain in effect until terminated in accordance with the terms of this Section 8. The Company may terminate this Agreement immediately if you fail to cure or remedy any noncompliance or breach any provision of this Agreement within fourteen (14) days after receiving written notice of such breach from the Company. Unless otherwise authorized in writing by the Company, upon the effective date of termination of this Agreement: (i) the license granted to you in this Agreement shall expire and you, upon termination, shall discontinue all further use of the Software; (ii) within fourteen (14) days following the effective date of termination of this Agreement you shall remove the Software from all hard drives, networks and other storage media and destroy all copies of the Software in your possession or under your control. Upon the Company's request, you shall within three (3) days certify destruction of, all full or partial copies of the Software, documentation and related materials provided to you by the Company or on its behalf; and (iii) any sums paid by you until the date of termination are non-refundable. Sections 1.3, 3, 4, 5, 7, 8 and 11 shall survive any termination of this Agreement.

9. **Maintenance and Support.** The Company may provide support, maintenance, bug fixes, upgrades, modifications, or new releases under this Agreement, subject to the terms and conditions specified in the Proposal, or as otherwise agreed in writing between you and the Company. You hereby agree to install any Software updates that may be provided to you by the Company from time to time, and acknowledge that your failure to install said updates may affect the operation of the Software. You hereby waive any claims towards the Company based on or related to your failure to perform in accordance with this Section 9.

10. **Customer Records.** You hereby grant Company and its independent accountants the right to examine your use of the Software, during your normal business hours, to verify compliance with this Agreement. In the event that such audit discloses non-compliance with the terms of this Agreement, the Company shall notify you of such excess usage, and within fourteen (14) days, you shall: (i) pay the Company the appropriate license fees or other applicable fees as well as reasonable cost associated with the excess usage; or (ii) reduce your usage of the Software to the usage volume specified in this Agreement. The foregoing does not derogate from the Company's rights under Section 8.
11. **Miscellaneous.** This Agreement (including its Exhibits) shall be construed and governed in accordance with the laws of the State of Israel (except for conflict of law provisions) and the competent courts of the Tel-Aviv-Jaffa District, Israel shall have exclusive jurisdiction in any conflict or dispute arising out of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement represents the complete agreement concerning the license granted herein and the subject matter hereof. The Company may, at its sole discretion, change the terms contained herein by providing you a written notice. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. You may not assign your rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights and/or obligations under this Agreement without restriction or notification.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.**

---