

C2A PERMITS YOU TO USE THE SOFTWARE ONLY IN ACCORDANCE WITH AND SUBJECT TO YOUR FULL AGREEMENT AND COMPLIANCE WITH THE TERMS OF THIS EULA. THE USE OF THE SOFTWARE IS SUBJECT TO THE TERMS OF THIS EULA AND, UNLESS WHERE OTHERWISE EXPLICITLY PROVIDED, THE PROVISIONS OF THIS EULA SHALL PREVAIL OVER ANY CONTRADICTING PROVISION, NOTWITHSTANDING ANYTHING TO THE CONTRARY UNDER ANY DOCUMENT EXCHANGED OR SIGNED BETWEEN YOU AND C2A. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE. INSTEAD, PROMPTLY CONTACT C2A FOR INSTRUCTIONS ON RETURNING THE SOFTWARE. ANY USE OF THE SOFTWARE WILL CONSTITUTE YOUR AGREEMENT TO THIS EULA.

END-USER LICENSE AGREEMENT

This End-User License Agreement (this "**EULA**") is a binding agreement between you (the single user individual licensee or entity licensee) and C2A-Sec Ltd. ("**C2A**") regarding the use of the Product (as defined herein). By installing and/or using all or any portion of the Product, you accept all the terms and conditions of this EULA.

1. Grant of License.

- 1.1. Subject to the execution by you of the order form to which these terms are attached (the "**Order Form**") and payment of the fees set forth therein, and to your full compliance with the terms of this EULA, C2A grants you a limited, non-exclusive, non-transferable, non-sub-licensable license to use the C2A software set forth in the order form to which these terms are attached (the "**Product**"), solely within the scope of use as set forth in the Order Form (and if no defined scope of use, solely for internal use, evaluation and demonstration) (herein, the "**License**").
- 1.2. The Order Form shall set forth the number and types of licenses purchased by you. "Each EVSec license should be used for one Digital Twin / Cyber Model. In the event that you wish to purchase additional licenses or services, you and C2A may execute a new Order Form and this EULA shall fully apply to any new Order Form executed.

2. Restricted Use. Other than the rights expressly licensed hereunder to you, no other rights or interests whatsoever in the Product are transferred or granted to you. Without limiting the foregoing, you may not: (i) use the Product for any purpose other than the purpose explicitly set forth hereunder, or other than in compliance with the terms of this EULA; (ii) permit any third party to use the Product or the Licenses, whether for free or in return for payment; (iii) copy, modify, alter, create derivative works of or reproduce the Product or the documentation which accompanies the Product; (iv) distribute, assign, pledge or transfer (by any means), display, allow access, sublicense, rent, lease or otherwise share the rights granted under this EULA; (v) tamper with copy, or attempt to circumvent or disable, any license key provided to you; (vi) use the Product or its output to develop or enhance any product that competes with any C2A product or service; or (vii) reverse engineer, de-compile, modify, revise or disassemble the Product or any part thereof, or create derivative works thereof, or extract source code from the object code of the Product. The Product is licensed as a single product; you may not separate its component parts. The use of the Product except as expressly permitted hereunder is prohibited and constitutes an illegal infringement of this License and the copyright and other rights of C2A.

3. Intellectual Property Rights.

- 3.1. All the rights with respect to the Product, including, but not limited to, all patents, trademarks, copyrights, service marks, trade names, technology, methodology, know how, feedbacks, moral rights, software, source code, object code, scenarios, libraries and trade secrets, all applications for any of the foregoing, and all permits, grants and licenses or other rights relating to the Product, or any modification, development, enhancement or derivative thereof (the "**Intellectual Property Rights**") are and shall remain the sole

property of C2A and its licensors. Any Intellectual Property Rights developed by C2A prior to this EULA, during the term of this EULA (whether alone or with others) or thereafter, shall remain the sole property of C2A.

- 3.2. You hereby acknowledge that no title to the Product is transferred to you under this EULA or in connection hereof and you are not granted any right in the Product (except as set forth specifically in section 1 above), including without limitation, any Intellectual Property Rights. You acknowledge that the Product may include third party proprietary software.
 - 3.3. In the event that during the performance of this EULA, you provide C2A with any suggestion, comment, improvement or request with respect to the Product ("**Feedback**"), which is subsequently incorporated into the Product by C2A, then C2A shall be the sole owner of the Product, including all Feedback incorporated therein, which shall be deemed part of its Intellectual Property Rights.
 - 3.4. All copyright or any other proprietary notices placed on or contained within the Product shall be maintained, and you may not alter, remove, modify, or suppress any such proprietary notice of C2A or of its third party licensors. You will also ensure that all such proprietary notices and confidentiality legends appear on all copies of the Product.
 - 3.5. This section shall survive the termination or expiration of this EULA for any reason.
4. **No Warranty.**
- 4.1. C2A does not make, and hereby disclaims all warranties with respect to the Product, both to you or to any other person or entity, either express, implied, statutory or otherwise, including without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement.
 - 4.2. Furthermore, C2A does not warrant that the Product will be uninterrupted, error-free or completely secure. Without derogating from the generality of the foregoing, the software is provided "AS IS" and with all faults. You acknowledge that the Product may contain bugs, errors and other problems that could cause inconsistent performance and other failures.
5. **Limitation of Liability.**
- 5.1. The cumulative and aggregate liability of C2A and any of its officers, directors, employees, contractors, licensors or other representatives to you or any third party for any loss, cost, penalty, attorney's fees or other damage resulting from any claims, demands, or actions arising out of or relating to the Product or this EULA, whether in contract, tort or otherwise (including, but not limited to negligence and strict liability) shall not, under any circumstances, exceed the aggregate amount of Fees actually paid to C2A by you in the POC. Such liability shall be your exclusive remedy with respect to any and all claims.
 - 5.2. Notwithstanding anything else in this EULA or otherwise, in no event will C2A and any of its officers, directors, employees, contractors, licensors or other representatives be liable for any incidental, consequential, special, exemplary or indirect damages or losses of any kind, even if C2A has been advised of the possibility of such damages in advance.
 - 5.3. Section 4 [No Warranty] and Section 5 [Limitation of Liability] are fundamental elements of this EULA, and you accept and confirm that C2A would not be able to provide the License on an economic basis without such limitations.
6. **Audit and Compliance.**
- 6.1. C2A may audit (using its own employees and those of an independent auditing firm that is subject to appropriate confidentiality obligations) your use of the Product to verify your

compliance with this EULA. You agree to give C2A (or the auditing firm) reasonable access to your facilities and records for purposes of conducting these audits. C2A will give you at least ten days advance notice before conducting an audit. Audits will be conducted during normal business hours and no more than once per year, unless C2A has a good-faith basis for believing that more frequent audits are needed. C2A will bear all the costs it incurs (including the fees and expenses of the auditing firm, if any) in conducting an audit, unless the audit reveals that you have failed to comply with this EULA in a material way, in which case you agree to reimburse C2A for these costs.

7. **Confidentiality.**

- 7.1. You hereby agree: (i) to maintain and safeguard the Confidential Information (as defined below) in strict confidence using at least the same degree of care you use to protect your own confidential information, which shall in no event be less than a reasonable degree of care; and (ii) to limit the disclosure of the Confidential Information only to your officers, employees and consultants with a need-to-know which are bound by written confidentiality obligations at least as strict as those herein; and (iii) to promptly notify C2A of any unauthorized disclosure or misuse of Confidential Information that comes to your attention.
- 7.2. You acknowledge that the Product contains confidential and proprietary information and trade secrets of C2A and agree that any unauthorized disclosure, use, or copying of the Product may cause C2A serious financial loss. C2A shall be entitled, without derogating from any other remedy available to C2A, and notwithstanding Section 10 [Governing Law and Jurisdiction] below, to seek equitable or injunctive relief from any court of competent jurisdiction.
- 7.3. Confidential Information shall mean any information disclosed by one party to the other regarding the technology, products, customers, business or other activities of the disclosing party; *provided, however*, that Confidential Information shall not include information that (as proven by written evidence): (i) is publicly available through no act or omission of the receiving party; (ii) is legitimately obtained by the receiving party without restriction from a third party; (iii) is already in the possession of the receiving party prior to disclosure by the disclosing party; and (iv) is required to be disclosed by any applicable law or by an order of any authorized governmental authority or court, provided that the receiving party immediately notifies the disclosing party of such required disclosure in order to enable it to seek a protective order to prevent or limit the disclosure, and that the receiving party only discloses the portion of the Confidential Information legally required to be disclosed. For the avoidance of doubt, the Product, the Order Form and any accompanying documentations or instructions provided by C2A to you shall be considered Confidential Information.

8. **Updates.** C2A, at its discretion, may provide updates to the Product from time to time, which may be made on a license exchange basis and termination of any previous version of the license. Updates may be licensed to you by C2A with additional or different terms.

9. **Term and Termination.**

- 9.1. **Term.** The term of the License shall begin on the Start Date indicated in the applicable Order Form and shall continue for the periods set forth on the Order Form (and if no such period is detailed, for a period of 12 months) (the “**Term**”).
- 9.2. **Termination for Cause.** In the event that either party breaches any of its obligations under this EULA, in addition to any other right or remedy, the non-breaching party may

terminate this EULA if such breach is not cured within fourteen (14) days after receipt by that party of notice of the breach.

- 9.3. **Effect of Termination.** Upon expiration or termination of this EULA, at any time for any reason, you shall immediately remove and discontinue any use of the Product, return to C2A any Confidential Information and erase all electronic records thereof from your systems, destroy all copies of the Product and all of its component parts and shall certify the performance of such actions to C2A in writing.
10. **Governing Law and Jurisdiction.** This EULA will exclusively be governed by and construed in accordance with the substantive laws of the State of Israel, without regard to its conflict of law rules. The respective courts of the Tel Aviv District shall have exclusive jurisdiction over all disputes arising from or relating to this EULA or your use of the Product.
11. **Publicity.** Unless otherwise agreed between you and C2A, C2A may use your name and logo in its marketing materials, on its website, and in sales presentations.
12. **General Provisions.** (A) You may not assign or transfer any right or obligation in this EULA without the prior written consent of C2A. Any attempted assignment or transfer in violation of this Section will be deemed void. C2A expressly reserves the right to assign this EULA to an acquirer of, or successor to substantially all of its business assets related to this EULA or to the Product; (B) If any part of this EULA is found void or unenforceable, it will not affect the validity of the balance of this EULA, which shall remain valid and enforceable according to its terms (unless it renders the license contemplated hereby impracticable); (C) This EULA, together with the Order Form, constitutes the entire agreement between the parties related to the License of the Product. No other terms or conditions will apply to the POC unless specifically agreed in writing by C2A, and in case of any contradiction, the terms of this EULA will apply and govern. Any waiver, modification or amendment of any provision of this EULA shall be effective only if in writing and signed by the parties hereto; (D) No delay or omission by a party in exercising any right under this EULA shall operate as a waiver of that or any other right; (E) Nothing in this EULA, express or implied, shall create or confer upon any person or entity, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities, except as expressly provided herein; (F) you hereby acknowledge that the Product may include third party components and that the licensors of such components are a third-party beneficiary to the License, and may, separately or in addition to C2A, enforce the terms and conditions hereunder; and (G) you undertake to comply with all export controls and regulation applicable in the State of Israel in connection with your use of the Product.