



MATRIX SOFTWARE PRODUCTS GENERAL TERMS AND CONDITIONS & CONDITIONS

By placing an order according to Matrix I.T. Software Products Ltd. ("Matrix" and the "Proposal", respectively), Customer confirm his acceptance and undertakes, as a material term for using the products within in the Proposal, to meet the following terms and conditions (the "Terms and Conditions"):

- 1. The Products.** Any software Products / license / services / subscription, included in the Proposal or any part / upgrades / additions / copies thereof or any related data and documentation (the "Products") are subject to the respective Licensor's (the "Licensor") End User License Agreement ("EULA") related to the Products, of any kind and aspect, including with respect to licensing, support and maintenance and any related rights and obligations ("Licensor Terms"). All Products' Intellectual property rights, usage rights, trademarks, patents or any other rights belong to Licensor or other third party. Accepting the right to use the Products constitutes an obligation not to copy, reproduce, distribute, sell, license, publicly display, execute, publish, modify, reverse engineer, create derivatives or create any product or material, using the Products, without the advance, express written consent of Matrix / Licensor and as specified in such consent and not to allow any third party to act as detailed above. For the avoidance of doubt, it is clarify that clear that Matrix' grant of license to use the Products to Customer, is not to infringe or derogate from any of Licensor's rights. Any breach of this Section 1 will constitute a material breach of the applicable Product's EULA.
- 2. License to Use.** Subject to Licensor Terms, the Proposal terms, these Terms and Conditions and In consideration of the full and timely payment of license / subscription / maintenance fees, as applicable, Matrix will provide the Customer with a non-exclusive, non-unique, non- transferable / assignable /sublicensable right to use the Products for Customer's self-use for its internal business, all subject to and in accordance with Licensor Terms.
- 3. Products Use, Subscription and Maintenance.** Product's use / subscription / maintenance, includes the supply of the Products / maintenance as is (out of the box), in accordance with the Proposal and with Licensor Terms (as as shall be amended from time to time) as detailed in the Proposal, and do not include any working hours (including installation, training, implementation etc.); for such services, Customer will be invoiced based on Matrix then current customary labor costs. Customer will not be entitles for the use / subscription / maintenance of the Products, until full and timely payment of all due payments, according to the Proposal.
- 4. Products Maintenance Services.** (A) Maintenance services will include: (1) Product's new releases and documentation as provided by Licensor; (2) bug fix services, as detailed below. (B) The maintenance term will renew automatically every year, for consecutive and successive one year terms, unless terminated by either party. (C) Customer shall not be entitled for maintenance services until full payment of maintenance fees. Retroactive renewal by Customer of overdue maintenance agreement is conditional upon Licensor's approval and subject to Licensor Terms. Customers may terminate the maintenance services by not less ninety (90) days written notice to Matrix prior to end of applicable maintenance term. (D) Maintenance Services Prerequisites: (1) All compute components used by the product shall be updated continuously according to Matrix requirements without any change or revision; (2) Supported product are Licensor's latest / available version and include applicable issued patches; (3) Matrix helpdesk contact details shall be provided to a trained and qualified Customer representative for the applicable bugs report. The call and services window for giving notice of bugs and services provision, will be on the following workdays, during the following hours of work: Sunday to Thursday from 08:00 to 17:00, excluding holiday eve, holidays, bank holidays and statutory holidays. Customer may call Matrix helpdesk in case its technical teams encountered a problem. Matrix shall do its best to solve the malfunction. Licensor support will be given under Licensor Terms. Matrix shall respond to service calls according to the following response times: (i) Material malfunctions (critical, severe or harming installed application function) – Up to 4 work hours from Customer call until initial inspection; (ii) non-material malfunctions – up to 24 working hours from Customer call until initial inspection; Matrix will use its best endeavors until a solution to the malfunction. Licensor support shall be provided according to Licensor Terms. (F) Handling the malfunction will be in accordance with the circumstances and at Matrix' sole discretion, as follows: (i) telephone support; (ii) on-site support (extension of the standard service with additional fees); (iii) Remote support via e-mail or other applications; (iv) remote connection. (G) Matrix shall have no liability whatsoever for any malfunction caused by anything other than the Products, and the maintenance services provided to Customer will not include malfunction and/or damage and/or bug and/or defect and/or product failure, in any of the Products and/or any component thereof, incurred by any of the following, all of which, as performed by Matrix, provided in fees of additional payment according to the then current Matrix support personnel work hours rates: (i) the use of the products or any of their component (in this section together and separately: "the Solution") not in accordance with Matrix or Licensor's instructions or for their intended purpose; (ii) modification and/or correction of the Solution not made or authorized by Licensor / Matrix; (iv) third-party products; (v) mutilation, intentional damage, malicious act, accident, force majeure, natural disasters of all kinds, neglect, fire or water damage, electrical interference, support by anyone other than Matrix, force majeure including nature, war, sabotage, attack and the like for reasons beyond reasonable control of the Matrix / Licensor; (vi) Customer's decision not to install an up-to-date version of the Product or not to take precautions, despite the Matrix / Licensor's written recommendation; (vii) inappropriate site conditions or non-compliance with the requirement to maintain an adequate workspace; (viii) non-Matrix transport; (ix) outages and/or interruptions and/or disruptions and/or disconnections and/or malfunctions caused by the customer systems and/or the public telephone network and/or by any other communication network including the Internet and/or any other communication component; (x) hardware or software failures that are not supported by Licensor (end of support / end of life).
- 5. Fees.** (A) Usage/Subscription/Maintenance fees shall be fully and duly paid in cash and in advance before receiving right to use / subscription / maintenance services. First installment shall be made at the time of ordering. (B) Matrix will invoice the Customer immediately by the end of the maintenance term included in the usage fees (if included), in advance for each maintenance year, and so for each additional maintenance year. (C) Hardware components upgrades (including replacement), shall be based on Licensor Terms. Costs of upgrading hardware components (including hardware replacement) shall be based on Licensor's policy. Maintenance fee updates derived from the upgrade shall be based on the Matrix applicable then current price list. (D) Payment terms: (a) all payments are exclusive of VAT and/or taxes/ levies, which shall be added to each payment at due rate in force at the time of the payment; (b) Prices quoted in US dollars, will be paid according to the official daily exchange rate on the day of invoice; (c) actual payment will be made at net 30 days from the date of invoice to Customer; (d) delayed payments shall bear a yearly interest rate of the Israeli prime rate + 5%; (e) the annual product maintenance fee is upfront for each year and is 20% of the Products price list at the time of invoice. Matrix has the right to raise the annual maintenance fee by up to 10% per year. First year maintenance fees is mandatory.
- 6. Limitations of Liability.** Notwithstanding anything to the contrary in any agreement or applicable law, to the extent permitted by law, in no event shall Licensor / Matrix be liable for any damages caused to the customer and/or any third party in connection with the products/maintenance, including loss of income, expected profit, data loss, loss of computer time, and any incidental, special, indirect or consequential and/or circumstantial damage, of any kind or nature, even if it has been advised of the possibility of such damages. furthermore, except as required by law, licensor and/or Matrix will not be liable towards customer and/or any third party for any event beyond their control, including the unavailability of a site or as a result of hacking, unauthorized access and/or hostilities, including any damage, malfunction, deletion, loss of information of any kind, loss of profit, damaged reputation, cost of procurement of substitute goods, technology or services, loss or corruption of data or interruption of use. Customer hereby waved any claim or demand against Licensor / Matrix in this regard. In respect of open source components, their applicable licenses shall apply. Without derogating from the above, if for any reason Licensor / Matrix will be held liable for any liability in connection with the Proposal and/or these Terms and Conditions and Conditions and/or Products and/or maintenance services, their liability shall be limited to financial remedies not exceeding a total and cumulative only in a cumulative sum not exceeding the annual consideration actually paid to Matrix in consideration of the Products usage / Subscription / maintenance services Fee, for the 12 (twelve) months preceding the event giving rise to such liability, for all financial remedies the Customer may be entitled to and for any damages and for all damages individually or jointly, if any, and for any and all events to any extent and for any reason. It is hereby expressly clarified that, with the exception of the foregoing, Licensor and/or Matrix shall not be liable for any damages. Indemnification for infringement of intellectual property rights by the Products shall be in accordance with Licensor's Terms. Any indemnity by Matrix is subject to a final conclusive judgment by a court of competent jurisdiction and is conditioned upon Customer (a) promptly giving written notice of the claim to Matrix, (b) giving Matrix sole control of the defense and settlement of the claim; and (c) providing Matrix reasonable information and assistance in connection with the claim.
- 7. General.** (A) Without prejudice to any other right or remedy of Matrix, in case of a material breach by Customer of these Terms and Conditions or any Product's license terms, Matrix may withhold or terminate the maintenance /support services for the Products and declare the expiration of Customer's right to use the Products. Matrix will not be bind to any order, unless expressly approved by Matrix in writing. Any terms or conditions in an order, which do not comply with or include the Terms and Conditions expressly set forth herein, are hereby null and void, even if expressly or implicitly approved by Matrix. (B) The Proposal excludes costs and/or installation of hardware and infrastructure components, as required for the operation of the Products (C) These Terms and Conditions, the Proposal and the information included in them, are considered Matrix property and confidential and proprietary information, and may not be used, directly or indirectly, without Matrix' prior written approval. (D) Customer will periodically provide, upon Matrix/Licensor's request, reports of its installed products, divided by components/modules. Each report will include, inter alia, the edition / product version, infrastructure configuration serving the installed product, type and version of databases etc. in addition, Customer will report any usage exceeding the acquired license scope. Matrix shall be entitled to audit Customer records from time to time, upon reasonable prior notice to Customer and during Customer normal business hours, audit such records, to verify the accuracy of such reports, either on its own or by auditor on its behalf, including an accountant of its choice. Customer's order is subject to Customer's signing of the applicable Licensor's EULAs. It is hereby clarified and agreed that any right, exemption, relief, waiver, benefit, discount, limitation of liability or permit, which hat applies to Licensor in the applicable EULA, applies to Matrix as well. (F) These Terms and Conditions shall prevail unless otherwise expressly agreed to by Matrix, in advance and in writing. Any reservations or comments by Customer with respect to the provisions herein are void. (G) These Terms shall be governed by Israeli law. Any dispute shall be submitted to the Israeli court in Tel Aviv, Israel
- 8. 1touch EULA** – The service includes the use of a 1touch product and the 1touch End User License Agreement (EULA) is hereby attached and shall also apply to this service. In the event of any inconsistency between the aforementioned terms and the terms of the 1touch EULA, the stricter term shall prevail.:

© All rights reserved.

This Agreement and the information contained herein is proprietary to Matrix.

You may not copy, reproduce or make any other use of this Agreement, or any part thereof, without Matrix' written consent.

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "**Agreement**") is made and entered into this ___ day of _____, 2025 (the "**Effective Date**"), by and between I touch.io. Inc., with principal offices at 122 Grand St., New York, NY 10013 (the "**Company**") and [INSERT FULL LEGAL NAME], a company incorporated under the laws of [INSERT JURISDICTION], with principal offices at [INSERT ADDRESS] (the "**Customer**"). The Company and the Customer shall each be referred to as a "**Party**" and together, the "**Parties**").

1. **License grant and restrictions.**

1.1 **The Software.** The commercial software products licensed to Customer hereunder are set forth in *either* (a) Schedule A, or (b) the purchase order executed between the Parties, or (c) the purchase order executed between Company's authorized reseller (the "**Reseller**") and the Customer. All of the foregoing documents shall collectively be referred to herein as the "**Purchase Order**". Such software products (including any revisions, modifications, enhancements, improvements, updates and/or upgrades thereto (the "**Software**") are provided to the Customer 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. For purposes of this Agreement, the term "**Software**" also includes compilations of data, visual display resulting from the operation of the Software, and any associated materials, equipment, systems, specifications and Documentation (as defined below).

1.2 **License.** Subject to the terms and conditions of this Agreement, and the payment of the applicable fees set forth in the Purchase Order, the Company hereby grants the Customer (and to the Affiliates specified in the Purchase Order, if any), and the Customer accepts, either of the following licenses, as set forth in the Purchase Order:

- (i) **Subscription License:** *during the term specified in the Purchase Order*, a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable and fully revocable license to install, operate and use the Software, in binary executable form only, solely for the Customer's internal business purposes and the in accordance with the use limitations that are set forth in the Purchase Order ("**Subscription License**").

The Software will be installed and used in accordance with the terms contained in this Agreement and in accordance with the Software's documentation and manuals for installation provided by the Company or its Reseller (the "**Documentation**"). All other rights in the Software are expressly reserved by the Company.

1.3 **Prohibited Uses.** Except as explicitly provided herein, without the prior written consent of the Company, the Customer may not, nor permit any third party to, directly or indirectly: (i) use, modify, revise, enhance, 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 the Customer's rights under this Agreement with or to anyone else; (iii) copy, distribute, publish or reproduce the Software; (iv) use or permit the Software to be used to perform services for third parties, 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 Customer's own competing software development activities; (vi) disassemble, decompile, reverse engineer, 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 or other proprietary notices or indicia, if any, fixed or attached to the Software as delivered to Customer; (viii) ship, transfer or export the Software into any country, make available or use the Software in any manner which is in violation of applicable export control laws, restrictions or regulations; (ix) disclose, provide or otherwise make available trade secrets contained within the Software in any form to any third party; and/or (x) use the Software in violation of applicable laws, or in a manner which infringes third party rights (including without limitation, intellectual property or privacy rights).

1.4 **Authorized Users.** Customer shall not allow the use of and/or access to the Software by third parties or anyone other than (i) Customer's employees whose duties require such access or use; and (ii) Customer's authorized consultants and subcontractors (excluding any direct competitors of the Company) while such access will be permitted only at the Customer's facilities and only where such use is required as part of their performance of the services for the Customer. The Customer shall ensure that its employees, consultants and subcontractors comply with the terms of this Agreement and shall bear full responsibility for any harm caused to or damage incurred by the Company as a result of the breach of

the terms of this Agreement by its consultants or subcontractors.

1.5 **Affiliates.** If the Customer purchases the right to use the Software by the Customer's Affiliate (as defined below), it shall: (i) provide each such Affiliate with a copy of this Agreement; (ii) ensure that each such Affiliate complies with the terms and conditions therein; and (iii) be responsible for any breach of these terms and conditions by any such Affiliate. For purposes of this Agreement, "**Affiliate**" means any entity that Controls, is Controlled by, or is under common Control with the Customer, where "**Control**" means ownership, directly or indirectly, of 50% or more of the voting interest.

2. **Consideration.** The consideration for the license granted hereunder and any other professional services provided by the Company hereunder, will be specified in the applicable Purchase Order. All amounts payable under this Agreement are exclusive of sales, use, value-added, withholding, and other taxes and duties. Unless otherwise specified in the Purchase Order, (a) the Customer will pay all amounts due under this Agreement in U.S. Dollars, and (b) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the Company's invoice. The Customer shall pay all taxes and duties of any kind, payable in connection with this Agreement, except for taxes based on Company's net income. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, the Customer 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 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 Documentation, including without limitation in and to any and all intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, improvements, revisions, derivative works and etc.) evidenced by or embodied in and/or attached/connected/related to the Software. This Agreement does not convey to the Customer an interest in or to the Software but only a limited revocable right to use the Software, during the applicable license term, 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 the Customer contacts the Company or its Reseller 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 the Customer's approval and without further compensation).

4. **Representations, Warranties, Exclusions and Disclaimers.**

4.1 **Mutual Representations.** Each Party represents that (i) it is duly organized and in good standing under the laws of the jurisdiction of its organization; (ii) it has all requisite power and authority (corporate or otherwise) to execute, deliver and perform its obligations under this Agreement; and (iii) to the Company's knowledge, the execution and delivery of this Agreement and the fulfillment of the terms hereof will not constitute a default under or breach of any agreement or other instrument to which it is a party or by which it is bound.

4.2 **The Company's Representations.** The Company represents that, (i) it has the full right, power and authority to grant the rights and licenses granted herein; (ii) it implements industry standard measures to ascertain that the Software does not contain any viruses, harmful components, illicit code, time-bombs, worms, Trojan horses, protect codes, data destruct keys, or other programming devices or code that might, or might be used to, access, modify, delete, damage, deactivate or disable any deliverables or other software, computer hardware, or data; and (iii) to its knowledge, the Software, when used in accordance with the terms set forth herein and the Documentation, does not infringe, misappropriate or violate any patent, copyright, trade secret, trademark or other intellectual property right of any third party.

4.3 **Compliance with Laws.** Company represents, warrants and covenants to comply at all times with all applicable laws, rules and regulations relevant to this Agreement, the Software, and the services it provides hereunder.

4.4 **Documentation Warranty.** Subject to the limitations and conditions set forth in the Agreement, the Company represents and warrants that commencing from the date the Software is installed at the Customer premises and during a ninety (90) days' period thereafter, under normal authorized use, the Software shall perform in substantial conformance with its Documentation. The Company shall repair any nonconformity during such period at the Company's expense. This warranty shall be extended for any period during which the Customer pays for support and maintenance services.

4.5 **Exclusions.** The warranties 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.

4.6 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 4.1-4.4 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND THE COMPANY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

5. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE IP INFRINGEMENT INDEMNIFICATION OBLIGATION HEREIN AND LOSSES ARISING OUT OF WILLFUL MISCONDUCT AND/OR GROSS NEGLIGENCE BY THE COMPANY (A) THE COMPANY OR ITS SUPPLIERS AND/OR LICENSORS AND/OR RESELLERS SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO THE CUSTOMER 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 OR ITS RESELLERS (IF ANY) AND/OR ANY USE OF OR INABILITY TO USE THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY THE COMPANY OR ITS RESELLERS (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 RECEIVED BY THE COMPANY FOR THE SOFTWARE AND RELATED SERVICES, 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.

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 also use or include third party software, files and components that are subject to open source and third party license terms, which Company is required to notify Customer of ("**Third Party Components**"). Customer's 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 or indemnity of any kind and shall be subject to any and all limitations and conditions required by such third parties. The Customer hereby agrees 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.

A list of Third Party Components is available in the Software or its Documentation and will be updated from time to time. 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 the Customer, 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.

7. **No Access to Customer Data.** The Software is installed on the Customer's designated sites, hosted, managed and controlled solely by the Customer. The Company will have no access to the Customer's data.

8. **Indemnification.**

8.1 Company acknowledges and agrees to release, defend, indemnify and hold harmless, at its expense, any third party action

or suit brought against the Customer alleging that the Software infringes intellectual property rights held by any third party (“**IP Infringement Claim**”), and the Company will pay any damages awarded in final judgment of a competent court against the Customer that are attributable to any such claim; *provided* that (i) the Customer notifies the Company promptly in writing of such IP Infringement Claim; and (ii) the Customer 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 the Customer enters into without the Company's prior written consent.

8.2 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 the Customer 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 the Customer a prorated refund for the remaining license period.

8.3 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) the Customer's 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 instructions.

9. **Term and Termination.**

9.1 **Agreement Term.** This Agreement shall be in effect as of the Effective Date and shall terminate upon the expiration of the last Purchase Order, unless terminated earlier in accordance with this Agreement. Unless otherwise provided in the Purchase Order, Subscription Licenses are yearly-based licenses that may be renewed for subsequent periods, subject to payment of Company's then-current license fees.

9.2 The Parties may terminate this Agreement or a specific Purchase Order on the following grounds:

9.2.1 termination by mutual written consent;

9.2.2 by either Party upon written notice to the other Party if the other Party commits a material breach of this Agreement and fails to cure or remedy such breach within thirty (30) days after receiving written notice of such breach; or

9.2.3 either Party may terminate this Agreement upon written notice to the other Party in the event that one or more of the following events occur(s): (a) appointment of a trustee or receiver for all or any part of the assets of the other Party; (b) insolvency or bankruptcy of the other Party; (c) a general assignment by the other Party for the benefit of creditor(s); or (d) dissolution or liquidation of the other Party.

9.3 **Effect of Termination.** Upon termination of this Agreement or a Purchase Order: (i) all Subscription Licenses granted to the Customer under all valid Purchase Orders (in the event of termination of the Agreement) or those granted under a specific Purchase Order (in the event of its specific termination), as the case may be, shall expire; and (ii) any sums paid by the Customer until the date of termination are non-refundable, and the Customer shall not be relieved of its duty to discharge in full all due sums owed by the Customer to the Company under this Agreement, which sums shall become immediately due and payable on the date of termination of the Agreement.

9.4 **Survival.** Any right, obligation or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

10. **Confidentiality.** Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, whether written or oral, and any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the “**Confidential Information**”). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except as expressly permitted

under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. Neither Party shall have an obligation under this Agreement to maintain in confidence any information that (i) is in the public domain at the time of disclosure, (ii) though originally Confidential Information, subsequently enters the public domain other than by breach of such Party's obligations hereunder or by breach of another person's or entity's confidentiality obligations, (iii) is shown by documentary evidence to have been known by such Party prior to disclosure to such Party by the discloser; or (iv) is independently developed by such Party without reference to Confidential Information.

11. **Maintenance and Support**. Subject to payment of the applicable fees indicated in the Purchase Order (if any), the Company shall provide Software support and maintenance in accordance with the terms and conditions set forth in its Service Level Agreement, a current copy of which has been provided to the Customer (by the Company or its Reseller).
12. **Delivery and Installation**. The Company shall deliver and install the Software at the time and place set forth in the applicable Purchase Order.
13. **Training**. The Company shall provide training regarding the use and operation of the Software, in accordance with the applicable Purchase Order.
14. **Professional Services**. The Company may provide professional services, if and to the extent indicated in the applicable Purchase Order.
15. **Performance by Resellers**. Unless explicitly indicated in the Purchase Order, the services under Sections 11-14 (other than tier 1 support) will be performed by the Company, and not its Reseller(s).
16. **Publicity**. All media and press releases, public announcements and public disclosures made by either Party or their representatives relating to this Agreement or utilizing the name or logo of either Party, including without limitation, promotional or marketing material (but not including any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing Party), shall be coordinated with and approved by the other Party in writing prior to the release thereof.
17. **Miscellaneous**. This Agreement shall be construed and governed in accordance with the laws of New York (except for conflict of law provisions) and the competent courts of the New York, 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 supersedes any prior written or oral agreements, and may be amended only by a written agreement executed by both Parties. 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 maximum extent necessary to make it enforceable. This Agreement shall be binding upon the respective heirs, beneficiaries, legal or personal representatives, successors and permitted assigns of the Parties. Either Party may not assign its rights or obligations under this Agreement without the prior written consent of the other Party, and any attempt by either Party to so assign, shall be deemed null and void. Notwithstanding the foregoing, each of the Parties may transfer or assign any of its rights and/or obligations under this Agreement without obtaining the consent of the other Party, in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets or similar transaction of such assigning Party. Neither Party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of a Party to this Agreement including without limitation act of God, government or local government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion, bank strike or industrial dispute. Any notice required or permitted to be given by either Party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (certified or registered), or by electronic mail confirmed by first class mail (registered or certified), to the other Party address as set forth above. Notices will be deemed effective (i) three (3) working days after deposit, postage prepaid, if mailed, (ii) the next day if sent by overnight mail, or (iii) the same day if sent by electronic mail and confirmed as set forth above.