

XPLG LTD End-User License Agreement (EULA)

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LICENSE AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (“**AGREEMENT**”) CAREFULLY BEFORE DOWNLOADING, ACCESSING, INSTALLING AND/OR USING THE SOFTWARE (AS DEFINED BELOW), WHICH IS LICENSED BY XPLG LTD. OR ITS SUBSIDIARIES (COLLECTIVELY, “**XPLG**”, “**XPOLOG**”, “**Company**”).

BY CLICKING THE “I ACCEPT” BUTTON OR BY OTHERWISE INSTALLING OR USING ANY PART OF THE SOFTWARE, YOU, EITHER INDIVIDUALLY OR ON BEHALF OF THE ENTITY OR COMPANY THAT YOU REPRESENT, (“**YOU**” OR “**YOUR**”) REPRESENT THAT YOU HAVE FULLY READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING (THE DATE OF SUCH OCCURRENCE BEING THE “**EFFECTIVE DATE**”): (I) THIS AGREEMENT; AND (II) OTHER SUPPLEMENTAL TERMS AND POLICIES THAT THIS AGREEMENT EXPRESSLY INCORPORATES BY REFERENCE, AND WHICH ARE THEREBY MADE A PART OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, YOU MUST NEITHER CLICK “I ACCEPT” NOR INSTALL OR USE ANY PART OF THE SOFTWARE. YOU FURTHER REPRESENT AND WARRANT THAT: (i) YOU ARE AT LEAST 18 YEARS OLD; AND (ii) IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF THE ENTITY OR COMPANY THAT YOU REPRESENT, THAT YOU HAVE FULL AUTHORITY TO BIND SUCH ENTITY OR COMPANY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO COMPLY WITH AND BE BOUND BY THE TERMS OF THIS AGREEMENT OR DO NOT HAVE AUTHORITY TO BIND SUCH ENTITY OR COMPANY, DO NOT ACCEPT THIS AGREEMENT AND/OR ACCESS OR USE THE SOFTWARE.

IF YOU HAVE PURCHASED THE LICENSE GRANTED HEREUNDER FROM A XPLG PARTNER (AS DEFINED BELOW), TO THE EXTENT THERE IS ANY CONFLICT BETWEEN THIS AGREEMENT AND THE AGREEMENT ENTERED BETWEEN YOU AND THE RESPECTIVE XPLG PARTNER, THEN, AS BETWEEN YOU AND XPLG, THIS AGREEMENT SHALL PREVAIL. ANY RIGHTS GRANTED TO YOU BY SUCH XPLG PARTNER WHICH ARE NOT CONTAINED IN THIS AGREEMENT, APPLY ONLY IN CONNECTION WITH THE XPLG PARTNER. IN THAT CASE, YOU MUST SEEK REDRESS OR REALIZATION OR ENFORCEMENT OF SUCH RIGHTS SOLELY WITH THE XPLG PARTNER AND NOT XPLG.

YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

By entering into the Agreement, you hereby irrevocably and unconditionally waive any Law applicable to you requiring that the Agreement be localized to meet your language or requiring an original (non-electronic) signature or delivery or retention of non-electronic records.

XPLG and you (collectively, the “**Parties**” and each, a “**Party**”) acknowledge that, notwithstanding you clicking the “I Accept” button, the terms and conditions of this Agreement shall not apply, and shall not bind either XPLG or you, if XPLG and you have entered into a separate, non-electronic license agreement for the Software.

Definitions

This Agreement contains a range of capitalized terms, some of which are defined in this Section, and some of which are defined elsewhere.

“**Analytics and/or Visualization Rules**” means a set of search, complex search, algorithms, code, custom functions, monitoring parameters and logical rules that used for searching,

analyzing, monitoring, correlating, tracking and visualizing with Visualization Tools of logs and/or any other type of other data types.

“Apps Marketplace” or **“XPLG AI Apps”** means the Data App(s) repository available on XPLG’s Website(s), the Software, [integrated Apps , AI Apps, plugins, and/or data plugins, and/or connectors marketplace] XPLG Partner and/or a third-party device platform or service provider.

“Authorized User” means your employees and/or consultants and/or anyone on your behalf who are permitted by you to access and use the Software.

“Data App(s)” means pre-defined Analytics and/or Visualization Rules, reports, functional visualization and analysis user interface and/or dashboards that come with the Software, provided by XPLG, and/or downloaded separately from the Apps Marketplace or in other formats.

“Documentation” means the manuals, specifications, and similar documentation accompanying the Software or otherwise made available by XPLG, including electronically made available by XPLG at wiki.xplg.com.

“Environment” means any of end user compute or runtime under his public cloud accounts, private clouds, on-premise, other service providers cloud and/or other installation environment stated in the Purchase Order.

“Intellectual Property Rights” means any and all right, title and interest in and to patents, inventions, discoveries, copyrights, works of authorship, trade secrets, trademarks, service marks, trade dress, technical information, data, know-how, show-how, designs, drawings, utility models, topography and semiconductor mask works, specifications, formulas, methods, techniques, processes, databases, software, code, algorithms, architecture, records, documentation, and other similar intellectual or industrial property, in any form and embodied in any media, whether capable of protection or not, whether registered or unregistered, and including all applications, registrations, renewals, extensions, continuations, divisions or reissues thereof.

“Law” means any federal, state and local law, statute, ordinance, rule and regulation of any jurisdiction.

“License Term” means the term of the License stated in the Purchase Order.

“Professional Services” means installation, customization, development, integration, training, or other professional services, as defined in the Purchase Orders / Commercial Terms Appendix.

“Purchase Order” means either: (i) any written or electronic ordering document issued by XPLG and agreed to by you (by clicking or execution, as the case may be) for the provision of the applicable license to the Software granted under this Agreement, (ii) any written, autogenerated online order or electronic ordering document for the provision of the applicable license to the Software granted under this Agreement between you and an XPLG Partner provided that any terms and conditions printed, or linked to, within such purchase

which are inconsistent with the terms and conditions of this Agreement shall be of no effect to XPLG, or (iii) a purchase order delivered by you, provided that such purchase order incorporates by reference all terms and conditions specified on XPLG's quotation and is approved and accepted by XPLG in writing. Except if specifically agreed to in writing by both parties, XPLG hereby rejects any term, provision or condition in your purchase order or other communication which conflict with, or purport to add to or modify this Agreement and/or XPLG's quotation.

"Software" means XPLG's software product identified on the Online Order and/or in the respective Purchase Order. References herein to "Software" include the Documentation, as well as any updates (such as a patch, fix or workaround) and upgrades thereto (to the extent delivered).

"Visualization Tools" means any visualization component, tool, technique to present data and/or results of any analysis process in the Software.

"XPLG Partner" means a partner, business partner, distributor, reseller or similar channel partner authorized by XPLG to resell licenses to the Software to end user customers.

"XPLG Website(s)" means <http://wiki.xplg.com> and/or <http://www.xplg.com>.

License Grant

Subject to the terms and conditions of this Agreement, XPLG grants you a personal, limited, non-exclusive, non-assignable, non-transferable, and non-sublicensable license, during the License Term, to use, install in the Environment(s), and/or access (as applicable) the Software (in object code only) for your internal business use only (collectively, the **"License"**) up to the maximum data usage specified in the Purchase Order and subject to any additional license constraints specified in the Purchase Order. Any use beyond the maximum data usage or other license constraints specified in the Purchase Order will require the purchase of an additional or expanded license in accordance with the terms and pricing specified in the Purchase Order.

Trial Period. The Software and the Documentation are made available to you, without charge, for a trial period of fifteen (15) days, solely for your internal usage and evaluation purposes, to allow you to determine whether to obtain a further license to the Software, at the scope and subject to the license constraints set out in the Purchase Order. At the end of the applicable trial period, the license granted to you hereunder will expire and you will no longer be able to access the Software unless you purchase a license to the Software and pay all applicable fees. To the extent you use the Software on a trial basis, no undertakings herein regarding support will apply.

Free No-Obligation Trial Usage. If you select this option, the Software and Documentation will be made available to you without charge for a trial period, solely for your internal usage and evaluation purposes, to allow you to determine whether to obtain a further license to the Software. You will be entitled to receive up to 2 server keys, and may utilize up to one (1) gigabyte of data per server key with limited data retention of up to 5 days. The system will notify you when you have reached the maximum usage for a server key, and you will then only be able to continue to use the Software for that server key on the following day. If you have reached the maximum usage, you may purchase an extended license by contacting XPLG. The free, no-obligation trial usage may be terminated by either party in accordance with Section 14 ("Term"). In addition, XPLG has the right to revise or discontinue the free no-obligation trial program at any time, by providing notice to you via the Software email, or by posting notice on XPLG Website.

Documentation. XPLG or the XPLG Partner may make available Documentation to you for you to use for your internal business purposes and solely in connection with your use of the Software during the License Term. You may print or copy the Documentation as needed for you own internal business purposes provided that all copyright notices are included therein. The Documentation shall be considered the Confidential Information of XPLG. Unless the Documentation is separately referred to herein, all references in this Agreement to the Software shall include the Documentation.

Account and License Key. Certain elements of the Software are available or located on XPLG's servers through the Internet. In order to use the Software or certain Software features, each respective Authorized User will be required to login using a user name and password and/or other security identifiers ("Login Details"). You must not allow anyone other than the respective Authorized User to access and use the Authorized User's Login Details and shall ensure that the Authorized Users shall comply with the above restriction. You acknowledge and agree: (i) to keep, and ensure that each Authorized User keep, all Login Details secure at all times; (ii) that it remains solely responsible and liable for the activity that occurs on or in connection with the use of Login Details; (iii) that the Login Details for each Authorized User may only be used by that Authorized User, and that multiple people may not share the same Login Details; and (iv) to promptly notify XPLG in writing if you become aware of any unauthorized access or use of Login Details or the Software.

Verification Features. You hereby acknowledge and agree that the Software may contain a number of methods to verify and support Software use. These methods may include technological features that monitor Platform use, prevent unauthorized use and provide Software deployment verification.

Accessing and Use of the Software. Except as explicitly set forth herein, you are solely responsible for acquiring and maintaining all of the equipment, software, cloud resources, services and items necessary to access and make use of the Software, including without limitation paying all charges, taxes, and other costs and fees related to internet access.

Anonymous Information. XPLG may collect, use and publish Anonymous Information (defined below), and disclose it to its third-party service providers, to provide, improve and publicize XPLG's programs and services. "**Anonymous Information**" means information about use of the Software and/or any information uploaded by you in connection with the Software and/or the Apps Marketplace, as applicable, which does not enable identification of an individual, such as aggregated and analytics information about use of the Software. XPLG owns all Anonymous Information collected or obtained by XPLG.

License Restrictions

Prohibited Acts. Except to the extent expressly permitted in this Agreement (or otherwise mandated under any Law applicable to you), you shall not, and shall not permit or encourage any third party to, do any of the following: (a) copy the Software; (b) sell, assign, lease, lend, rent, sublicense, or make available the Software to any third party, or otherwise use the Software to operate in a time-sharing, outsourcing, or service bureau environment (c) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, and interfaces) of, the Software; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in the Software; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Software (such as

usage monitoring features); (f) make a derivative work of the Software, or use the Software to develop any service or product that is the same as (or substantially similar to) the Software; (g) disclose to the public the results of any internal performance testing or benchmarking studies of or about the Software, without first (x) sending the results and related study(ies) to XPLG, and (y) obtaining XPLG's written approval of the assumptions, methodologies and other parameters of the testing or study; and/or (h) publish or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Software. The foregoing conditions are limitations on the scope of the License.

You acknowledge that the foregoing license may be further subject to your compliance with additional use restrictions and/or limitations specified in the Purchase Order which, for the avoidance of doubt, are in addition to, and without derogating from, any other use restrictions set forth herein.

Interoperability. To the extent you are given the right, under any Law applicable to you, to receive information and/or materials for purposes of making the Software interoperable with other software products, you shall request from XPLG (in a detailed writing) access to such information and/or materials, and if XPLG accepts such request, XPLG may (in its sole discretion) impose additional conditions on such access and use.

Open Source Software. Portions of the Software include third party open source software modules that are subject to third party terms and conditions ("Third Party Terms"). A list of any third party open source software and related Third Party Terms is available at XPLG Website(s) at <http://wiki.XPLG.com/display/XPOL/XPLG+6+--+Open+Source> and/or may be found in a "Read Me" file or "About" file in the Software. If there is a conflict between any Third-Party Terms and the terms of this Agreement, then the Third-Party Terms shall prevail, but solely in connection with the related third-party open source software. Notwithstanding anything in this Agreement to the contrary, XPLG makes no warranty or indemnity hereunder with respect to any third party open source software.

Customer Data.

License. While using the Software, you may choose to provide, upload, import, transmit, post, or make accessible to XPLG certain data or software ("**Your Data**"). You grant XPLG a non-exclusive license to use, process, display, copy and store Your Data in order to provide the Software to you and as further set forth in this Agreement.

Responsibility. You represent and warrant that: (i) you own, or have obtained, any and all required rights (including, without limitation, all the required intellectual property rights) subsisting in Your Data, and that you have the right to provide XPLG the license granted herein to use Your Data in accordance with this Agreement; and (ii) Your Data does not infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy or publicity rights of any third party. To the extent that you provide personally identifiable information or data considered "personal data", you represent and warrant that (i) you have provided all appropriate notices and have any and all ongoing legal bases for providing Your Data to XPLG and for allowing XPLG and its affiliates to process and use Your Data in accordance with this Agreement (including, without limitation, the transfer of Your Data outside of the European Economic Area); (ii) you have complied, and will continue to comply at all times, with any and all applicable privacy and/or data protection laws and regulations (including the EU General Data Protection Regulation ("**GDPR**")) and (iii) that the use of the personally identifiable information and/or personal data by XPLG in accordance with the terms of this Agreement will not violate, infringe and/or breach any

applicable law or regulation and/or rights and/or agreements and/or policies between you and any of its data subjects.

To the extent that you are subject to the GDPR and/or require executing a Data Processing Agreement, you shall execute XPLG's Data Processing Agreement ("**DPA**") available on XPLG's website and return it signed to XPLG as described therein. To the extent that you are subject to the GDPR, you shall serve as the data controller (as defined in the GDPR) of personal data handled through the Software, include personal data of your personnel using the Software and XPLG shall serve as a data processor (as defined in the GDPR) on your behalf. In the event that you fail to comply with any data protection or privacy law or regulation, the GDPR and/or any provision of the DPA, and/or fail to return an executed version of the DPA to XPLG, then: (a) to the maximum extent permitted by law, you shall be fully and solely liable for any such breach, violation, infringement and/or processing of personal data without a DPA by XPLG and its affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents); (b) in the event of any claim of any kind related to any such breach, violation or infringement and/or any claim related to processing of personal data without a DPA, you shall defend, hold harmless and indemnify XPLG and its affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees.

Availability of Your Data. You acknowledge that the Software is not intended to, and will not, operate as an archive or file-storage product or service for Your Data, and you will be solely responsible for the maintenance and backup of all Your Data.

Professional Services. You acknowledge and agree that nothing in this Agreement obligates XPLG to provide any Professional Services. In the event you wish to receive Professional Services with respect to the Software, you may request same from XPLG in writing, and, subject to XPLG's agreement (in its sole discretion) to provide the Professional Services: (a) the Professional Services shall be charged in accordance with XPLG's then-current rates (the "Professional Services Fees"); (b) the Parties will enter into a statement of work ("SOW") specifying the Professional Services to be performed; and (c) you shall fully cooperate with XPLG in the performance of the Professional Services and provide XPLG with (as well as procure for XPLG the right to access and use) all information, materials, facilities, assistance, and equipment reasonably requested by XPLG in performance thereof. For an SOW to be valid, it must (i) identify itself as a statement of work under this Agreement, (ii) state that the SOW is subject to the terms and conditions of this Agreement; and (iii) be duly signed by both Parties. To the extent of any conflict between this Agreement and the SOW, this Agreement shall prevail, unless and to the extent that the SOW expressly states otherwise.

Payment

License Fees. You will pay the Software license fees stated in the Purchase Order ("**License Fees**"), and in accordance with its payment terms and payment methods specified therein. To the extent payment is made via credit card, you hereby authorize the collection of the agreed amounts by charging the credit card provided, either directly by Company or indirectly, via a third-party online payment processor.

Late Payment. The following only applies where you have executed a Purchase Order directly with XPLG: Unless otherwise specified in the Purchase Order, all payments are non-refundable, and are without any right of set-off. Any amount not paid when due will accrue

interest on a daily basis until paid in full, at the lesser of: (a) the rate of one and a half percent (1.5%) per month; and (b) the highest amount permitted by applicable Law.

Taxes. The following only applies where you have executed a Purchase Order directly with XPLG: Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon XPLG's net income. In the event that you are required by applicable Law to withhold or deduct taxes imposed upon you for any payment under this Agreement, then the amounts due to XPLG will be increased by the amount necessary so that XPLG receives and retains, free from liability for any deduction or withholding, an amount equal to the sum it would have received had you not made any such withholding or deduction.

Support and Maintenance

Support and maintenance are an optional service which is not included in the license and is subject to an additional fee. Subject to your payment of the support fees set forth on XPLG Website(s), XPLG shall provide the support and maintenance services in accordance with the Service Level Agreement provided by XPLG.

XPLG may from time to time make bug fixes, corrections and revisions of the version of the Software licensed to you hereunder ("**Updates**") available to you at no additional cost. Such Updates will be supplied according to XPLG's then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the Software. All references herein to the Software shall include Revisions. For clarity, Updates do not include new versions or releases of the Software ("**Upgrades**"), which may be provided by XPLG subject to payment of the additional fees set forth in the Purchase Order.

Confidentiality

Each Party (the "**Recipient**") may have access under this Agreement to certain non-public or proprietary information or materials of the other Party (the "**Discloser**"), whether in tangible or intangible form ("**Confidential Information**"). Without derogating from any other obligation in this Agreement, you will treat the Software (as well as the Data Apps and Analytics and/or Visualization Rules) as XPLG's Confidential Information. Moreover, the Parties agree that the terms of the Purchase Order (executed directly with XPLG) are the Confidential Information of XPLG. Confidential Information will not include information or material which Recipient can demonstrate: (a) was in the public domain at the time of disclosure by Discloser to Recipient hereunder; (b) became part of the public domain after disclosure by Discloser to Recipient hereunder, through no fault of Recipient; (c) was in the Recipient's possession at the time of disclosure by the Discloser hereunder, and was not subject to prior continuing obligations of confidentiality by Recipient to Discloser; (d) was rightfully disclosed to the Recipient by a third party having the lawful right to do so; and/or (e) was independently and rightfully developed by the Recipient without (direct or indirect) use of, or reliance upon, Discloser's Confidential Information.

Recipient will use the Discloser's Confidential Information solely for the purpose of Recipient performing its obligations and/or exercising its rights under this Agreement. Recipient will not disclose or make available the Discloser's Confidential Information to any third party, except to its employees, legal advisors, and potential investors that have a need to know such information and that are bound by obligations at least as protective as provided herein. Recipient will remain liable at all times for the acts or omissions of said recipients. Recipient will take measures at a level at least as protective as those taken to protect its own Confidential Information of like nature (but in no event less than a reasonable level) to

protect the Discloser's Confidential Information from disclosure to a third party or other unauthorized use. Recipient will promptly notify Discloser in writing in the event of any actual or suspected unauthorized use or disclosure of the Discloser's Confidential Information.

In the event that Recipient is required to disclose Confidential Information of the Discloser pursuant to any Law or governmental or judicial order, Recipient will promptly notify the Discloser in writing of such Law or order and reasonably cooperate with the Discloser in opposing such disclosure or obtaining such other protective measures. In any event, such disclosure made pursuant to this paragraph will be made solely to the extent required by such Law or order (as the case may be).

Each Party acknowledges that in the event of a breach or threatened breach of this Section 9 (Confidentiality) by the other Party, the non-breaching Party may suffer irreparable harm or damage for which monetary damages will be inadequate, and will, therefore, be entitled to injunctive relief and specific performance to enforce the obligations under this Section 9 (Confidentiality) without the need to post a bond.

Ownership. XPLG DOES NOT AND SHALL NOT SELL OR TRANSFER TITLE IN THE SOFTWARE, OR ANY PART THEREOF, TO YOU. As between the Parties, (i) the Data Apps, (ii) the Analytics and/or Visualization Rules, (iii) the Software (including all content, reports, information or results that you may obtain through the use of the Software), (iv) unless otherwise expressly specified in an SOW, the results, deliverables and all intellectual property rights arising out of or related the Professional Services ("Professional Services Deliverables"), (v) and/or any copies of (i)-(iv) thereof, including without limitation any modifications, improvements and derivative works thereto (regardless of whether such derivative works were made and/or developed pursuant to the request and/or specifications of you, and irrespective of any support and/or assistance XPLG may, will or had received from you with respect thereto), as well as any updates thereto, if provided to you, shall remain XPLG's sole and exclusive property. As between the Parties, all Intellectual Property Rights evidenced by or embodied in and/or attached/connected/related to: (i) the Software (including all content, reports, information or results that you may obtain through the use of the Software), (ii) the Data App, (iii) the Analytics and/or Visualization Rules and (iv) Professional Services Deliverables; are and shall be owned solely and exclusively by XPLG.

It is further agreed that to the extent you: (i) provide XPLG and/or XPLG Partner suggestions, comments or feedback (whether orally or in writing) with respect to the Software, the Data App, and the Analytics and/or Visualization Rules (including suggestions, comments or feedback for additional or new Analytics and/or Visualization Rules) (collectively; the "Feedback"), (ii) create and/or develop Analytics and/or Visualization Rules (whether alone or together with XPLG ("User Defined Analytics and/or Visualization Rules"), you acknowledge that any and all rights, including Intellectual Property Rights in such Feedback and User Defined Analytics and/or Visualization Rules shall belong exclusively to XPLG and that such shall be considered XPLG's Confidential Information and you hereby irrevocably transfers and assigns to XPLG all Intellectual Property Rights in such Feedback and User Defined Analytics and/or Visualization Rules and waives any and all moral rights that you may have in respect thereto. You may use such User Defined Analytics and/or Visualization Rules only during the License Term solely in connection with your use of the Software subject to the License. For clarity, you are not permitted to implement the User Defined Analytics and/or Visualization Rules in any other software. It is further understood that use of Feedback, if any, may be made by XPLG at its sole discretion, and that XPLG in no way

shall be obliged to make use of any kind of the Feedback, User Defined Analytics and/or Visualization Rules or part thereof.

XPLG reserves all rights not expressly granted herein.

Warranty; Disclaimer.

THE SOFTWARE AND ANY SERVICES, THE CONTENT AND THE DATA RELATED THERETO ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED. XPLG DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, DECLARATION OR CONDITION REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, COMPLETENESS, ACCURACY OR QUALITY OF THE SOFTWARE, THE SERVICES, THE CONTENT AND THE DATA RELATED THERETO, OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE.

XPLG DOES NOT WARRANT THAT BY USING THE SOFTWARE, THE SERVICES, THE CONTENT OR THE DATA RELATED THERETO, CUSTOMER WILL BE IN COMPLIANCE WITH ANY PARTICULAR LAW, REGULATION AND/OR STANDARD, WHETHER OR NOT RELATED TO PRIVACY, DATA PROTECTION, THAT APPLIES OR MAY APPLY TO CUSTOMER OR TO ANY DATA COLLECTED, PROCESSED OR USED BY CUSTOMER, ITS AFFILIATES, SUBSIDIARIES OR THE STAFF, CONSULTANTS, AGENTS, PROCESSORS AND/OR SUBPROCESSORS RELATED THERETO OR ANY OTHER THIRD PARTY. IN ADDITION, CUSTOMER ACKNOWLEDGES THAT AS THE LAW, REGULATIONS AND/OR THE INTERPRETATION THEREOF ARE UPDATED PERIODICALLY THE SOFTWARE, THE SERVICES, THE CONTENT OR THE DATA RELATED THERETO MAY NOT BE IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, REQUIREMENTS OR GUIDELINES. THE SOFTWARE, THE SERVICES, THE CONTENT AND THE DATA RELATED THERE TO DO NOT, AND ARE NOT INTENDED TO, CONSTITUTE LEGAL ADVICE. IN EACH CASE, XPLG RECOMMENDS THAT CUSTOMER CONSULTS WITH AN APPROPRIATE LEGAL ADVISOR WHO IS A PRIVACY EXPERT IN ORDER TO ENSURE COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS.

YOUR USE OF, AND RELIANCE UPON, THE SOFTWARE, THE SERVICES, THE CONTENT OR ANY DATA RELATED THERETO, AND ANY CONSEQUENCES AND/OR RESULTS THEREOF, ARE ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND XPLG SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO CUSTOMER, ITS AFFILIATES, SUBSIDIARIES OR THE STAFF, CONSULTANTS, AGENTS, PROCESSORS, AND/OR SUBPROCESSORS RELATED THERETO OR ANY OTHER THIRD PARTY IN CONNECTION WITH ANY OF THE FOREGOING.

WE DO NOT PROVIDE YOU WITH ANY LEGAL REPRESENTATION AND/OR ADVICE AND ANY INFORMATION PROVIDED DOES NOT SERVE AS A SUBSTITUTE FOR LEGAL ADVICE. FOR LEGAL ADVICE, PLEASE CONTACT A LICENSED ATTORNEY

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INDEMNIFICATION. XPLG shall defend, indemnify and hold harmless Customer and its officers, directors and employees from and against any and all damages, costs, or liabilities that Customer may suffer or incur in connection with a claim, demand, or action by any third party arising from or relating to a claim that the Software, as delivered, infringes any patent or copyright or misappropriates any trade secret, provided however, that XPLG shall have no responsibility or liability for any claim to the extent resulting from or arising out of (a) the use of the Software not in compliance with this Agreement or applicable law; (b) the combination of the Software with any services not provided by XPLG; (c) the modification of

the Software by any party other than XPLG; or (d) the use of any version of the Software that is not the most up-to-date version. Customer may not settle or compromise such suit without the written consent of XPLG. XPLG may be represented in any such suit by counsel of its own choosing at its own expense.

LIMITATION OF LIABILITY

IN NO EVENT WILL XPLG OR AN XPLG AFFILIATE, SUBSIDIARY, OR ANY CONTRACTOR OR SUBCONTRACTOR THEREOF, BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT FOR: (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; (B) ANY LOSS OF PROFITS, BUSINESS, OR ANTICIPATED SAVINGS; (C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR (C) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

THE COMBINED CUMULATIVE LIABILITY OF XPLG AND XPLG AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT WILL NOT EXCEED:

- FOR LIABILITY RELATED TO PROFESSIONAL SERVICES, THE PROFESSIONAL SERVICES FEES PAID BY YOU UNDER THE APPLICABLE SOW; OR
- FOR LIABILITY UNRELATED TO XPLG'S PROVISION OF PROFESSIONAL SERVICES, THE LICENSE FEES ACTUALLY PAID BY YOU TO XPLG UNDER THE APPLICABLE PURCHASE ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 13 (LIMITATION OF LIABILITY) WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND: (A) EVEN IF A PARTY OR AN XPLG AFFILIATE, SUBSIDIARY OR ANY CONTRACTOR OR SUBCONTRACTOR THEREOF, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to Customer, such exclusions and limitations shall not apply.

Term and Termination

Term. This Agreement commences as of the Effective Date and will continue in full force and effect for the duration of the License Term, unless earlier terminated in accordance with this Agreement and/or the terms of Purchase Order. You may terminate this Agreement at any time during the trial period by discontinuing all access and use of the Software or, in case of on premise installation, promptly removing the Software from all hard drives, networks and other storage media and destroying all copies of the Software and Documentation in your possession or under your control. In addition, if you have registered for the free no-obligation trial, either Party may terminate such trial at any time upon notice to the other party.

Termination. Each Party may terminate this Agreement immediately upon written notice to the other Party: (a) if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach; and/or (b) if the other Party is declared bankrupt by a judicial decision, or, in the event an involuntary bankruptcy action is filed against such other Party, it has not taken, within sixty (60) days from service of such action to such Party, any possible action under applicable Law for such filed action to be dismissed.

Effect of Termination; Survival. Upon expiration or the effective date of termination of this Agreement (as the case may be): (a) this License will automatically terminate and you will not have any access to the Software and in case of on premise installation, uninstall and permanently erase (or, if requested by XPLG, permit XPLG to uninstall and permanently erase) all copies of the Software from your systems; and (b) if the License is purchased directly from XPLG, you will pay XPLG all outstanding License Fees. In addition, upon termination of this Agreement, you will lose all access to any of Your Data that XPLG may be storing in order to make available the Software to you. It is your responsibility to download Your Data prior to termination of this Agreement. Notwithstanding the foregoing, for a period of thirty (30) days from the effective date of termination of this Agreement, XPLG will provide you, upon your written request, with a reasonable opportunity to download Your Data. Sections 9 (Confidentiality) through 6 (Miscellaneous) will survive the expiration or termination of this Agreement, as will any provision that by its nature ought or is stated to survive.

Suspension.

If XPLG believes that you are using the Software in a manner that may cause harm to XPLG or any third party then XPLG may, without derogating from XPLG's right to terminate this Agreement for any breach hereof, suspend your access to and use of the Software until such time as XPLG believes the threat of harm, or actual harm, has passed.

Miscellaneous

Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written understandings and statements by the Parties with respect to such subject matter. In entering into this Agreement, neither Party is relying on any representation not expressly specified in this Agreement. This Agreement may only be amended by a written instrument duly signed by each Party.

Reference Customer. XPLG may use your name and logo on its website and in its promotional materials to state that you are a customer of XPLG and a Software user. You agree to serve as a reference customer of XPLG and will cooperate with XPLG's reasonable marketing and referencing requests.

Privacy Policy. To the extent that any personally identifiable information is collected by or on behalf of XPLG, it shall be used by XPLG in accordance with XPLG's privacy policy which is available at www.XPLG.com

Assignment. This Agreement (whether in whole or in part): (a) may not be assigned by you without the prior express written consent of XPLG; and (b) may be assigned by XPLG, without obligation or restriction. Any prohibited assignment will be null and void. Subject to the provisions of this Section 16.4 (Assignment), this Agreement will bind and benefit each Party and its respective successors and assigns.

U.S. Government Rights. The Software is "commercial computer software" and the Documentation is "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If you are an agency, department, employee or other entity of the United States Government, then your access to and use of the Software and/or the Documentation shall be subject solely to the terms and conditions of this Agreement.

Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to any conflicts of laws rules

or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. Any claim, dispute or controversy under, or otherwise in connection with, this Agreement shall be subject to the exclusive jurisdiction and venue of the courts located in Tel Aviv-Jaffa, Israel, and you hereby waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. Notwithstanding anything in this Agreement to the contrary, XPLG may seek injunctive relief, specific performance, or other equitable relief in any court worldwide that has competent jurisdiction.

Relationship. The Parties are solely independent contractors. Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the Parties. Neither party may make, or undertake, any commitments or obligations on behalf of the other.

Severability. If any provision in this Agreement is deemed to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Notices. All notices hereunder shall be in writing and shall be addressed and delivered to the other Party's address stated in the Purchase Order, and shall be deemed received upon receipt at such address.

Force Majeure. Except for payment obligations, neither Party will be liable for failure or delay in performance of any of its obligations under or in connection with this Agreement arising out of any event or circumstance beyond that Party's reasonable control, including without limitation an Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot, civil commotion, adverse weather condition, adverse traffic condition, strike, lock-out or other industrial action, and failure of supply of power, fuel, transport, equipment, raw materials, or other goods or services.

Legal Compliance. You agree to use the Software and Documentation in compliance with all Laws applicable to you. Without limiting the generality of the foregoing sentence, you must not use or otherwise export or re-export any Software or Documentation in violation of any Export Control Laws. "Export Control Laws" means all export and re-export control Laws applicable to you, as well as the United States' Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State.

Waiver. No failure or delay on the part of either Party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, duly signed by the waiving Party, and will be valid only in the specific instance in which given.

Commercial Terms. Commercial terms on which the Order and/Or Purchase Order is based are aligned with the Online Order or Appendix A respectively.