

CYBERBIT END USER LICENSE AGREEMENT

This End User License Agreement (this “Agreement”) is an agreement between the end user (an individual using the Product or any legal entity on whose behalf such individual is acting - hereinafter “You”) and CYBERBIT® (as such term is defined below).

BY CLICKING ON THE “YES” BUTTON BELOW, OR BY INSTALLING AND/OR USING THE PRODUCT, OR BY ENTERING INTO A PURCHASE ORDER (AS DEFINED BELOW) YOU REPRESENT AND AGREE THAT YOU HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF OR THE APPLICABLE ENTITY (AS THE CASE MAY BE), TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, CLICK THE “NO” BUTTON BELOW OR OTHERWISE TERMINATE THE INSTALLATION AND/OR USE OF THE PRODUCT AND RETURN THE PRODUCT WITH THE ORIGINAL PACKAGE AND THE PROOF OF PAYMENT TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON YOUR BEHALF SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY.

YOU UNDERSTAND THAT, ANY AUTHORIZED RESELLER OR DISTRIBUTOR OF CYBERBIT (TO THE EXTENT THE PRODUCT WAS PURCHASED FROM ANY OF THEM), IS NOT CYBERBIT’S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, STATUTORY OR OTHERWISE, ON CYBERBIT’S BEHALF OR TO VARY ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

1. DEFINITIONS

1.1. “Affiliate” means, with respect to either party, any corporation or other business entity that directly or through one or more intermediaries Controls, is Controlled by, or is under common control with a party, where “Control” means the ownership of at least fifty percent (50%) of such company’s or entity’s share capital or the power to direct or cause the direction of the management of such company or entity, through contract, ownership of securities, or otherwise.

1.2. “Class” means a single cyber training class or single training session, conducted in a physical or virtual environment, in which You may utilize the CYBERBIT Range Product and its respective Documentation, or any part thereof to provide courses to Trainees by using the (Monitored or Un-Monitored) Training Stations.

1.3. “CYBERBIT” means Cyberbit Commercial Solutions Ltd. or Cyberbit Commercial Solutions, Inc. or one of their Affiliates, as further detailed in the Section titled Contracting Party, Governing Law and Jurisdiction below.

1.4. “Documentation” means the technical manuals, instructions, user information, User Manual, training materials, product description and any and all other materials and documentation that accompany the Product or otherwise provided by CYBERBIT, as may be amended or updated from time to time by CYBERBIT.

1.5. “[No.] of Agents” means the number of installations of the EDR Agent Software You may perform on Your workstations. Your workstations include without limitation: (i) a desktop; (ii) a laptop; (iii) a node; or (iii) physical servers. In the event that a physical server or any other workstation is divided into several virtual machines and/or virtual servers, then each such virtual machine and/or virtual server shall be considered as one workstation.

1.6. “Intellectual Property Rights” means patents, inventions, copyrights and related rights, trademarks, trade names, domain names and trade dress and the goodwill associated therewith, mask works, trade secrets and other intellectual property rights of whatever nature, which relate to the Products, Software, Documentation whether or not each of the above is patentable, copyrightable or protectable as trade secrets, irrespective of whether it has been registered as a patent, copyright, trademark or other form, and irrespective of whether it constitutes a commercial or professional secret and including all applications (and rights to apply) for such rights and all similar or equivalent rights or forms of protection subsisting now or in the future, in any part of the world.

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1.7. “Person” means any individual, firm, corporation (including non-profit corporation), partnership, company, estate, unincorporated organization, limited liability company, division, trust, joint venture, association, government, governmental entity or agency, or other entity or organization who is not a party to this Agreement.

1.8. “Product(s)” means CYBERBIT’s product(s) which are provided to You in association with and subject to this Agreement, and which consist of CYBERBIT’s computer programs in object or executable-code versions only (hereinafter, “Software”), Third Party Software (as defined below) and to the extent hardware is purchased under the Purchase Order then also that hardware (hereinafter “Hardware”).

1.9. “User Manual” means (i) a user manual of the Product as provided to You by CYBERBIT and explicitly identified as such by CYBERBIT; or (ii) a user guide or manual which is accessible in the applicable part of CYBERBIT’s website (www.cyberbit.net) and explicitly identified as such in connection with the Product.

1.10. “Proprietary Information” means all information disclosed by CYBERBIT to You hereunder or otherwise in connection with the Product, Software, or Documentation, excluding however information which is in the public domain, through no action or omission by You, and in the event of an Evaluation License, all results of Your evaluation.

1.11. “Purchase(d)” means to acquire a right to use the Product under the terms and conditions of this Agreement and a valid Purchase Order, and/or acquire a right to receive services under the SLA (as defined below) and a valid Purchase Order.

1.12. “Purchase Order” means the applicable agreement or purchase order with which this Agreement is associated, whether directly between You and CYBERBIT or whether between You and CYBERBIT’s distributor or reseller.

1.13. “Trainee(s)” means a Person to which You provide services by utilizing the CYBERBIT Range Product.

1.14. “Monitored Training Station(s)” means a workstation, physical or virtual, that is part of a Class and is connected to the CYBERBIT Range Software and which is monitored, recorded and may be analyzed.

1.15. “Un - Monitored Training Station(s)” means a workstation, physical or virtual, that is part of a Class and is connected to the CYBERBIT Range Software and which is neither monitored, recorded nor may it be analyzed.

1.16. “User” means an individual which is registered in the SOC 3D application server.

2. LICENSE

2.1. License. Subject to the terms and conditions of this Agreement and full payment of the applicable price in the Purchase Order, CYBERBIT hereby grants You a non-exclusive, non-transferable, revocable (but only as provided herein), license to use the Software and its related Documentation during the Term, in the territory defined in the Purchase Order, solely by You, in the ordinary course of Your business for Your internal use and within the License Scope described below. For the avoidance of doubt, if you Purchased the CYBERBIT Range then the ordinary course of your business shall include using the CYBERBIT Range for providing courses to Trainees (the “License”).

2.2. License Scope. The License Scope shall be in accordance with one or more of the following:

2.2.1. In the event You Purchased the “CYBERBIT EDR” Product or any other end point detection and response product, it may be installed and used only up to the number of Agents detailed in the Purchase Order. All installed Agents must be activated in the EDR server. Agents may not be installed without being activated in the EDR server;

2.2.2. In the event You Purchased the “SOC 3D” Product or any other mitigation and response product, the maximum number of Users shall be as detailed in the Purchase Order. All individuals which use the SOC 3D must be registered in the SOC 3D application server and any individual which is not so registered may not use the SOC 3D Product;

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2.2.3. In the event You Purchased the “SCADAShield” Product or any SCADA intrusion detection system , the maximum number of (i) Black Boxes (sensors) You may connect to the SCADAShield server, and (ii) Black Box software installations on your appliances, shall be as detailed in the Purchase Order; and

2.2.4. In the event You Purchased the “CYBERBIT Range” Product, then (i) the maximum number of Classes that You may operate; (ii) the maximum number of Monitored and Un-Monitored Training Stations that You may operate in each Class; (iii) the number and type of attacking scenarios that are provided as part of the Product; and (iv) additional modules that may be provided as part of the Product, shall be as detailed in the Purchase Order.

2.3. Evaluation License. If the Software is provided to You for evaluation purposes, then CYBERBIT grants to You a nonexclusive, temporary, royalty-free, non-assignable, non-transferable, revocable license to use the Software solely for internal evaluation (“Evaluation License”). The Evaluation License shall terminate (i) on the end of the evaluation period, to the extent defined in an evaluation agreement entered into in connection with the Evaluation License or (ii) thirty (30) days from the date of Your initial installation of the Software, if no such evaluation period is pre-determined or no evaluation agreement is entered into (“Evaluation Period”). The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Evaluation Period, You will cease use of the Software and destroy all copies of the Software. All other terms and conditions of this License Agreement shall apply to Your evaluation of the Software, unless otherwise stated herein or in the Purchase Order.

2.4. Evaluation License Indemnification: You will defend, indemnify and hold harmless CYBERBIT, its Affiliates and Licensors from all claims, damages, and losses, howsoever arising and whether direct, indirect, or consequential, including all legal fees and expenses, arising from claims brought by any third party relating to Your use of the Software pursuant to the Evaluation License.

3. LICENSE RESTRICTIONS

3.1. Prohibited Activities. Without CYBERBIT’s express prior written consent in each case, You will not and will not direct nor allow any third party to: (i) transfer, assign, rent, lease, distribute, loan, export, or sublicense the Product to any Person; (ii) engage in rental, timesharing, service bureau, subscription, hosting, or outsourcing of the Product, or allow any Person to use the Product, provided however, that if You Purchased the “CYBERBIT Range” Product, you will be entitled to provide courses to Trainees; (iii) copy the Product, in whole or in part, other than one copy for disaster recovery purposes; (iv) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer the Product or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Products by any means whatsoever or otherwise reduce the Product into human-readable form; (v) modify the Product or incorporate any portion of the Product into any other software or create a derivative work of any portion of the Product; (vi) breach the security of the Product or perform any form of scanning, scraping, probing, robotic navigating, bulk extracting or hacking of the Product; (vii) interfere with, circumvent, manipulate, impair or disrupt the operation, or the functionality of the Product; (viii) perform any activities which may enable features or functionalities of the Product that are otherwise disabled, inaccessible or undocumented in the Documentations; (ix) use the Product other than as detailed in the Documentation or otherwise authorized by CYBERBIT; or (x) use the Product beyond the License Scope or create, set-up or design any hardware, software or system which alters, exceeds, or breaches the License Scope.

3.2. Compliance with Laws. You represent and warrant to CYBERBIT that You will not use or allow the use of the Software or any portion thereof in violation of applicable laws or regulations (including without limitation Export Control and Privacy Laws as defined below).

3.3. Indemnification. You will indemnify and hold CYBERBIT harmless from and against claims, losses, costs (including reasonable attorneys’ fees) or liability, arising in connection with Your breach of your obligations, representations and warranties in this License Restrictions Section.

4. YOUR DATA SECURITY AND PRIVACY RESPONSIBILITIES

4.1. Your responsibilities. Certain of the Products analyze and/or access data which is in your

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information or operation technology systems (“Your Data”). Therefore, the use of the Software may be subject to data protection or privacy laws or regulations in certain jurisdictions (“Privacy Laws”). You are solely responsible for ensuring that Your use of the Software is in accordance with the Privacy Laws. In the event you Purchase any service from CYBERBIT, its Affiliates, licensors, subcontractors, resellers, service providers and distributors (collectively “Service Providers”) that enables any of them remote access to Your data (for example: Remote Cyber Analyst Service), then You hereby grant the applicable Service Providers all legal rights to access and analyze such data without such access and analysis causing any violation of any Privacy Laws.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1. Ownership. The Product(s), Software, and Documentation are protected under international copyright, trademark, and trade secret and patent laws. The Product(s), Software, and Documentation, including all of CYBERBIT’s Intellectual Property Rights therein or thereto, shall at all times remain the sole and exclusive property of CYBERBIT and its Affiliates and licensors. Nothing in this Agreement shall constitute or be considered as constituting a transfer or sale or any similar action of any of CYBERBIT’s Intellectual Property Rights or any part thereof to You. All rights in and to CYBERBIT’s Intellectual Property Rights not explicitly granted to You under this Agreement are expressly reserved by and to CYBERBIT, its Affiliates and licensors, and You shall not exercise any rights in or to CYBERBIT’s Intellectual Property Rights or otherwise, except as explicitly permitted in this Agreement.

5.2. Proprietary Notices. You must reproduce and include the copyright notice and any other notices that appear in or on the Product(s). You will not (and will not direct nor allow any third party to) remove any copyright or other proprietary notices from the Product(s).

5.3. Proprietary Information. You will hold CYBERBIT’s Proprietary Information in strict confidence and to take all reasonable precautions to protect CYBERBIT’s Proprietary Information as You use to protect Your own proprietary information, but no less than a reasonable standard of care. You further agree not to disclose CYBERBIT’s Proprietary Information to any third Party, except as expressly permitted by CYBERBIT in writing. You shall use CYBERBIT’s Proprietary Information solely for exercising your rights under the License in accordance with this Agreement and in no other manner. The Proprietary Information may be disclosed to Your employees, on a need to know basis, provided such employees are bound by written confidentiality obligations and that You bear full responsibility and liability for any breach of confidentiality by said employees. You shall promptly notify CYBERBIT if You become aware of any breach of these confidentiality obligations.

5.4. Remedies. You acknowledge that the unauthorized disclosure of CYBERBIT’s Proprietary Information or breach of CYBERBIT’s Intellectual Property Rights would cause irreparable harm and significant injury to CYBERBIT, its licensors and Affiliates, which would be difficult to ascertain. Accordingly, You agree that CYBERBIT, its licensors and Affiliates shall be entitled to equitable relief, including injunctive relief, without the posting of any bond, in addition to all other remedies provided under this Agreement or available at law. Furthermore, You shall indemnify CYBERBIT, its licensors and Affiliates against any loss and expense arising due to such unauthorized disclosure of CYBERBIT’s Proprietary Information or breach of CYBERBIT’s Intellectual Property Rights.

6. THIRD PARTY INFRINGEMENT INDEMNIFICATION

6.1. Infringement Indemnification. CYBERBIT shall: (i) defend and hold You harmless from any claim by a third party that Your authorized use of the Product according to this Agreement infringes a patent, copyright or trade secret of that third party, and (ii) pay the resulting cost and damages finally awarded against End User by a court of competent jurisdiction or the amount stated in a settlement in writing signed by CYBERBIT, provided that: (a) You promptly notify CYBERBIT in writing, and in any event no later than within ten (10) days of Your receipt of notice of the claim, (b) CYBERBIT receives reasonable cooperation from You in order to perform CYBERBIT’s obligations hereunder, and (c) CYBERBIT has sole control over the defense and any negotiations for a settlement or compromise of the claim. The foregoing obligations of CYBERBIT shall not apply: (w) with respect to a Product or portions or components thereof that are not supplied by CYBERBIT or used in a manner not expressly authorized by this Agreement or the relevant Documentation; (x) if the Software or the Product were modified according to End User’s requests or by anyone other than CYBERBIT (if the

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alleged infringement relates to such modification); (y) if the Software or the Product are combined with other products, processes or materials where the alleged infringement would not exist but for such combination; or (z) where You continue the allegedly infringing activity after being notified thereof and provided with modifications that would have avoided the alleged infringement.

6.2. **Infringement Mitigation.** If any of the Products become, or in CYBERBIT's reasonable judgment is likely to become, the subject of a claim of patent or copyright infringement or violation of a third party's Intellectual Property Rights or if CYBERBIT settles a claim of infringement or violation, it may at its sole option and discretion: (a) replace or modify the Product to make it non-infringing; or (b) terminate this Agreement and return the consideration actually paid for the Product. CYBERBIT shall notify You, in writing, whether or not it is exercising any of the foregoing options.

7. LIMITED WARRANTY

7.1. **Limited Software Warranty.** CYBERBIT WARRANTS THAT THE ORIGINAL COPY OF THE SOFTWARE ON THE MEDIA ON WHICH IT IS FURNISHED SHALL SUBSTANTIALLY CONFORM TO ITS USER MANUAL, AS IT EXISTS AT THE DATE OF DELIVERY OF THE SOFTWARE, AND FOR A PERIOD OF NINETY (90) DAYS THEREAFTER. CYBERBIT'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, UNDER THIS WARRANTY SHALL BE, AT CYBERBIT'S OPTION, EITHER: (I) RETURN OF THE CONSIDERATION ACTUALLY PAID TO CYBERBIT FOR THE PRODUCT, RESULTING IN THE TERMINATION OF APPLICABLE PURCHASE ORDER AND THIS AGREEMENT; OR (II) REPAIR OR REPLACEMENT OF THE PRODUCT OR MEDIA THAT DOES NOT MEET THIS LIMITED WARRANTY. Following the lapse of the warranty period set forth in this Section above and the warranty period in the SLA, as the case may be, then unless You Purchase contentious support and maintenance services under a separate written agreement with CYBERBIT, CYBERBIT, its licensors and Affiliates have no obligation to provide You with any service, including but not limited to, technical support, maintenance, upgrades, modifications, or new releases. Any Purchase of upgrades or new releases shall be subject to this Agreement, unless otherwise indicated by CYBERBIT.

7.2. **Limited Hardware Warranty.** TO THE EXTENT THAT ANY HARDWARE IS PURCHASED UNDER THE PURCHASE ORDER, CYBERBIT SHALL PROVIDE HARDWARE WARRANTY AS DETAILED IN THE SERVICE LEVEL AGREEMENT REFERENCED UNDER THE PURCHASE ORDER ("SLA").

7.3. **Warranty Exception.** THE WARRANTIES DETAILED IN THE SLA AND IN THIS LIMITED WARRANTY SECTION EXCLUDE, AND CYBERBIT, ITS LICENSORS AND AFFILIATES SHALL HAVE NO OBLIGATION TO REMEDY, ANY PRODUCT DEFECTS CAUSED OR MATERIALLY CONTRIBUTED TO BY: (I) ALTERATIONS, ENHANCEMENTS OR REPAIRS OF THE PRODUCT OR HARDWARE BY ANY PERSON OR ENTITY OTHER THAN CYBERBIT, UNLESS CYBERBIT'S EXPRESS PRIOR WRITTEN CONSENT WAS OBTAINED; (II) IMPROPER STORAGE, MISHANDLING, ABUSE, OR MISUSE OF THE PRODUCT OR HARDWARE; (III) DAMAGE BY FIRE, EXPLOSION, POWER FAILURE, OR ANY FORCE MAJEURE.

7.4. **Information and Data.** You are solely responsible for the selection and design of Your business controls and information technology systems, adequate protection and backup of all data (including Your Data), and the implementation of the same within Your organization, including as they relate to Your access and use of the Products or CYBERBIT's services. CYBERBIT does not guarantee that the information accessed by or produced with the Product will be accurate or complete. You acknowledge that performance of the Product may be affected by any number of factors, including without limitation, technical failure of the Product, the acts or omissions of third parties and other causes reasonably beyond the control of CYBERBIT.

7.5. **WARRANTY DISCLAIMERS.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS LIMITED WARRANTY SECTION, CYBERBIT PROVIDES THE PRODUCT "AS IS", AND YOUR USE OF THE PRODUCT IS AT YOUR OWN RISK. CYBERBIT, ITS LICENSORS AND AFFILIATES DO NOT MAKE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, TO ANY PERSON, WITH RESPECT TO THE PRODUCT AND/OR THE SOFTWARE AND/OR ANY SERVICES AND/OR ANY RELATED DOCUMENTATION AND/OR LICENSES,

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INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OF THE PRODUCT, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND TITLE, SATISFACTORY QUALITY, SUITABILITY, CYBERBIT ALSO MAKES NO WARRANTY REGARDING NON-INTERRUPTION OF USE OR FREEDOM FROM BUGS, VIRUSES NON-INTRUSION DUE TO HACKING OR OTHER SIMILAR MEANS OF UNAUTHORIZED ACCESS OR THAT THE PRODUCT WILL BE ERROR-FREE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE EVALUATION LICENSE IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND.

7.6. Basis of Bargain. You recognize and agree that the warranty disclaimers and liability and remedy limitations in this Agreement, including without limitation in this Limited Warranty Section have been bargained for and form the basis of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by You under the respective Purchase Order and in the decision to enter into this Agreement.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL CYBERBIT, ITS LICENSORS AND/OR AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL (EXCEPT FOR DAMAGES RELATING TO DEATH OR PERSONAL INJURY IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW), PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOSS OF USE OR DATA) RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE PRODUCT, OR ANY CYBERBIT RELATED SERVICES HOWEVER CAUSED, AND WHETHER BASED ON CONTRACT, TORT, EQUITY OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, EVEN IF CYBERBIT WAS NOTIFIED OR OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. THE TOTAL AND AGGREGATE LIABILITY OF CYBERBIT, ITS LICENSORS AND AFFILIATES, TAKEN AS A WHOLE, FOR ANY AND ALL CLAIMS RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION, SHALL NOT EXCEED AN AMOUNT GREATER THAN (I) THE CONSIDERATION ACTUALLY PAID TO CYBERBIT DURING THE RELEVANT CALENDAR YEAR FOR THE SPECIFIC PRODUCT GIVING RISE TO A CLAIM AGAINST CYBERBIT, LESS AMOUNTS PAID IN SATISFACTION OF ANY PRIOR CLAIMS; OR (II) IN THE EVENT OF AN EVALUATION LICENSE THE AMOUNT OF US\$500 (FIVE HUNDRED US DOLLARS). THE LIMITATIONS CONTAINED IN THIS LIMITATION OF LIABILITY SECTION SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT.

9. EXPORT CONTROL

9.1. Export Control Laws. You acknowledge that the Product and any use thereof may be subject to applicable export control and trade laws and regulations, including of the United States and Israel (“Export Control Laws”). You will not use, convey, export, or re-export, either directly or indirectly, the Product (or any part thereof) by any way or to any destination restricted or prohibited by Export Control Laws, without first obtaining any and all necessary licenses from the government of the United States or Israel or any other applicable country that imposes Export Control Laws.

9.2. Prohibited Persons. You represent and undertake that You are not an individual or an entity which is: (i) located in, under the control of, or a national or resident of Cuba, North Korea, Iran, Syria, Lebanon or Sudan; or (ii) listed under the United States Treasury Department’s Office of Foreign Asset Control list of “specially designated nationals and blocked persons,” the United States Commerce Department’s “denied parties list”, the United States Commerce Department’s “BIS Entity List” or such other applicable lists. If You Purchase the “CYBERBIT Range” Product, You also represent and undertake that You shall not provide services to any Person which falls within (i) or (ii) above.

10. TERM AND TERMINATION

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10.1. Term. This Agreement is effective from the day of its acceptance by You and subject to the termination provisions detailed below, the term of the License shall be limited to the term detailed in the Purchase Order (the “Term”). CYBERBIT may terminate this Agreement upon Your breach of any of the provisions hereof or the breach of the applicable Purchase Order, that is not cured within thirty (30) days from prior written notice by CYBERBIT or its Affiliates or licensors. Upon termination of this Agreement and or at the end of the Term (in case of a License with a limited Term), the License shall terminate and You shall cease any and all use of the Product, return to CYBERBIT the Product, all Documentation and any copies thereof and related materials in Your possession, and certify to CYBERBIT of Your compliance with the provisions of the same within 14 days of termination.

10.2. Survival. The following Sections shall survive termination or expiration of this Agreement: Definitions, Evaluation License Indemnification, License Restrictions, Intellectual Property and Confidentiality, Warranty Disclaimers, Limitation of Liability, Export Control, Contracting Party, Governing Law and Jurisdiction, and Miscellaneous.

11. CONTRACTING PARTY, GOVERNING LAW AND JURISDICTION

11.1. Americas. If You Purchased the Product in the Americas (Canada, Mexico, Central America, South America, or the Caribbean), the contracting party to this Agreement, referred to herein as CYBERBIT is CYBERBIT Commercial Solutions, Inc., and the substantive laws of the State of New York shall govern this Agreement as though this Agreement was entered into, and was to be entirely performed within, the State of New York. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by any of the federal or state court(s) of competent jurisdiction located in the Borough of Manhattan, New York City, NY, USA. To that end, each Party irrevocably consents to the exclusive jurisdiction of, and venue in, such court(s), and waives any (i) objection it may have to any proceedings brought in any such court, (ii) claim that the proceedings have been brought in an inconvenient forum, and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such Party. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11.2. Outside the Americas. If You Purchased the Product outside the Americas, the contracting party to this Agreement, referred to herein as CYBERBIT is CYBERBIT Commercial Solutions Ltd., and the laws of the State of Israel shall exclusively govern all issues arising under or relating to this Agreement, without giving effect to the conflict of laws principles thereof. All disputes arising under or relating to this Agreement shall be resolved exclusively in the competent courts in Tel Aviv, Israel.

11.3. Governing Laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded nor will it be governed by the Uniform Computer Information Transactions Act (UCITA) as adopted by any state.

12. MISCELLANEOUS

12.1. Assignment. You may not assign Your rights or obligations under this Agreement without the prior written consent of CYBERBIT, except that assignment to a successor corporation resulting from Your merger or consolidation or assignment to your Affiliate may be executed by written notification to CYBERBIT.

12.2. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the original intent of the Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect.

12.3. Certification Regarding Use. At CYBERBIT’s request, not more than once annually, You will certify to CYBERBIT Your compliance with the terms and conditions of this Agreement and allow CYBERBIT or its designee to inspect the Product’s management console to verify such compliance upon prior coordination of ten days and during regular business hours. In addition, CYBERBIT and its Affiliates shall have the right to inspect Your facilities, computer systems, networks, books, and records at any time this Agreement is in effect and within one year after termination or expiration of this Agreement, but in any case no more than once per year,

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to verify Your compliance with the License terms and Scope. Such inspection may be performed either by CYBERBIT or its Affiliates or by an external auditor who is an internationally recognized accounting firm. If the inspection reveals use of the Product beyond the License Scope then you shall promptly pay to CYBERBIT the deficit according to CYBERBIT's standard prices. CYBERBIT shall bear the costs of any such audit, except where the audit demonstrates that the value of Your non-compliant usage exceeds five percent (5%) of the applicable price in the Purchase Order.

12.4. Third Party Software. The Product may contain third party software programs available under open source or free software licenses which are referenced in the Documentation or in CYBERBIT's website ("Third Party Software"). This Agreement does not modify any rights or obligations You may have under those Third Party Software licenses, however, to the extent permitted under the Third Party Software licenses, the terms of the License shall also apply to such Third Party Software. Notwithstanding anything to the contrary contained in such licenses, the limited warranty and the limitation of liability provisions in this Agreement shall apply to such Third Party Programs.

12.5. Entire Agreement. This Agreement and the applicable Purchase Order (if entered into between You and CYBERBIT) sets forth the entire understanding and agreement between You and CYBERBIT and may be amended or supplemented only by a written amendment signed by both parties.

12.6. Government Restricted Rights. The Software and Documentation are "commercial computer software" or "commercial computer software documentation as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Licensed Software – Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Licensed Software or Commercial Computer Licensed Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Agreement.