

## END USER LICENSING AGREEMENT

This End User License Agreement (this "**Agreement**") is made and entered into as of this [ ] Day of [ ] 2014 (the "**Effective Date**"), by and between [Full End User Name], a company incorporated under the laws of [ ], with offices at [Full Address] ("**End User**"); and [Full Company Name], a company incorporated under the laws of [ ], the address of which is [Full Address] (the "**Company**"; and together with End User, the "**Parties**").

WHEREAS the Company wishes to license the software known as [Full Name of the Software], as such software is described in Chapter [ ] of the documentation accompanying it (such software and the accompanying documentation (the "**Documentation**") together, the Software) to End User, subject and pursuant to the terms and conditions of this Agreement; and

WHEREAS the End User desires to license the Software from the Company, subject and pursuant to the terms and conditions of this Agreement;

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

#### 1. GRANT OF LICENSE.

The Company grants to End User a personal, non-exclusive, non-transferable license to use one (1) copy of the Software on one computer only, for End User's internal purposes only and solely as set forth and for the purposes specified in Chapter [ ] of the Documentation. End User undertakes that the computer permitted to access the Software shall be in End User's possession and under its control. The End User shall pay the annual license fee set forth in the Company's price list on the Effective Date, and shall have no licenses or rights under this Agreement prior to the receipt of such payment by the Company; the fee shall be non-refundable.

#### 2. LICENSE EXCLUSIONS.

End User shall not: (i) make any use of the Software that is not expressly permitted by this Agreement; (ii) modify any Software; (iii) copy any of the Software; (iv) reverse engineer, decompile or disassemble all or any portion of the Software; (v) use the Software for the benefit of any third party; (vi) export the Software in violation of any applicable law; (vii) use the Software in any manner that is not permitted by applicable law; (viii) take any action to defeat any security measures within the Software; and/or (ix) use the Software on or with any hardware or device not expressly permitted in Section [ ] of the Documentation.

**3. NON-DISCLOSURE.**

End User acknowledge that the Software contains confidential and/or proprietary information and/or trade secrets of the Company and will keep and maintain the Software confidential and secret, using the same degree of care that End User uses to protect its own most valuable software, and at least a reasonable degree of care. End User shall not disclose the Software, this Agreement or any portion of any of the foregoing.

**4. TRANSFER.**

End User shall not assign, transfer, distribute, market, lease, sublicense, provide any right, or otherwise dispose of the Software, this Agreement and/or any portion of any of the foregoing.

**5. TERM.**

This Agreement shall be if effect from the Effective Date until the earlier of the expiration of one (1) year therefrom and the termination of this Agreement pursuant to this Section 5. The Company may terminate this Agreement without any liability whatsoever, if End User breaches any of the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, all licenses granted to End User under this Agreement shall expire and terminate and End User shall return all copies of the Software to the Company or permanently delete them from End User's systems. Sections 3, 6, 8 and 9 of this Agreement shall survive the termination or expiration thereof for any reason.

**6. OWNERSHIP.**

The Company (and/or its third party providers) retains all ownership, title, interest, right, copyright and any other intellectual property rights in and to the Software, including all translations, enhancements, improvements or other modifications made to or derived from the Software and/or any portion thereof. No license, right or interest in or to any Company trademark, trade name or service mark is granted under this Agreement.

**7. WARRANTY.**

The Company warrants that the Software, if properly installed and operated pursuant to Chapter [redacted] of the Documentation and this Agreement, will function in substantial conformity with Chapter [redacted] of the Documentation until the expiration of ninety (90) days from the Effective Date. The Company's warranty under this Section 7 shall not apply in the event the Software (i) shall be modified by any party, other than by the Company, (ii) shall be subject to operating or other conditions not in accordance with the Documentations, or (iii) the Software is subject to mishandling, misuse, neglect, improper testing or repair or damage. End User's exclusive remedy under this Section 7 is limited to the Company using reasonable commercial endeavors to repair any material non-conformance.

OTHER THAN THE FOREGOING LIMITED WARRANTY; THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND THE COMPANY AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND/OR THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

#### **8. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL THE COMPANY OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES WHATSOEVER; WHETHER IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE OR OTHERWISE) OR OTHERWISE; INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, AND/OR DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND/OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; IN CONNECTION WITH THE USE OF AND/OR INABILITY TO USE THE SOFTWARE AND/OR THIS AGREEMENT, EVEN IF THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. GENERAL.**

This Agreement will be governed by the laws of the State of Israel, except with regard to its choice of law rules. Any dispute in connection with this Agreement shall be resolved solely by the courts in Tel Aviv, Israel. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements regarding the subject matters of this Agreement. No waiver, alteration or modification of the provisions of this Agreement will be valid, unless made in writing and signed by the Company. If any provision or provisions of this Agreement are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected by such determination. End User acknowledges that, in the event of a breach of this Agreement, monetary damages may not be sufficient to compensate the Disclosing Party, and that in cases of such a breach or a threatened breach of this Agreement, the Company shall be entitled to obtain an injunction against End User.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first set forth above.

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**[Company Full Name]**

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**[End User Full Name]**

*[Signature page of End User License Agreement]*