

END-USER LICENSE AGREEMENT

THIS END-USER SUBSCRIPTION AGREEMENT (“Agreement”) is made by and between AimBetter Ltd. (the ”**Company**“), and you, the subscriber (“Subscriber,” “You” or “Your”), with both the Company and Subscriber being sometimes referred to herein as a “Party” or collectively as the “Parties.”

IMPORTANT-READ CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY AND ENFORCEABLE AGAINST YOU. BY OPENING AN ACCOUNT, CLICKING ON THE “I AGREE” BUTTON BELOW, DOWNLOADING OR USING ANY PART OF THE SERVICES OR OTHERWISE INDICATING ASSENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT INSTALL OR USE THE SERVICES OR ANY PART THEREOF. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING AND AGREEMENT OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF (THE “SUBJECT MATTER”) AND SUPERCEDES THE TERMS AND CONDITIONS OF ALL SUBSCRIBER-GENERATED DOCUMENTS RELATING TO THE SUBJECT MATTER, INCLUDING, BUT NOT LIMITED TO, PURCHASE ORDERS, INVOICES AND ORDER AGREEMENTS (COLLECTIVELY, “SUBSCRIBER-GENERATED DOCUMENTS”) TO THE EXTENT SUCH SUBSCRIBER-GENERATED DOCUMENTS VARIES IN WHOLE OR IN PART THE TERMS HEREOF AND WHETHER OR NOT YOU BELIEVE THE COMPANY HAS ASSENTED TO THE TERMS OF SUCH SUBSCRIBER-GENERATED DOCUMENT.

1. DEFINITIONS

“Services” means a web-based platform for instances monitoring (the “Platform”), the Software and any other software that will be used and/or provided together with your subscription to the Services.

“Software” means the Company’s proprietary software that will be installed and licensed to You for the term of this Agreement allowing the Platform to receive the required information in order to allow the Company to provide you with the Services

2. LICENSE GRANT AND LIMITATIONS.

2.1. License Grant by the Company. Commencing on the date You open an account with the Platform and install the Software (the “Effective Date”) and subject to the payment by You of the full subscription fees in accordance with Section 5 below (“Subscription Fees”), the Company hereby grants to You the non-exclusive, non-transferable, non-sub licensable, right and license to use and access for internal purposes only (except as otherwise set forth in this

Agreement) the Services. You may install and/or download and use only the Software and use and access the Platform solely as instructed by the Company. It is hereby clarified that there is no acceptance procedure with respect to the Services, and installation and/or downloading of the Software and opening an account with the Platform shall be construed also as acceptance of the Services by You for any purpose whatsoever. As part of the rights granted you hereunder, You hereby agree that the Services or any part thereof may be updated or changed by the Company from time to time and such updates and changes will not require your consent.

2.2. Registration and Account. In registering for the Services, You agree to (a) provide true, accurate, current and complete information about Yourself as required under the Company's registration form ("**Registration Data**"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are the owner of the instances being monitored hereunder or the lawful user of such instances and the use of the Services by You will not breach any third parties' rights. You agree not to create an account using a false identity or information. It is your responsibility to safeguard the login and password that you use to access the Services and you agree not to share your login and password with any third party. You are responsible for any activity originating from your account, regardless of whether such activity is authorized by you. You should notify the Company immediately of any unauthorized use of your account. The Software and Platform may require a license key that limits usage to that which has been agreed to and paid for by You under the terms of this Agreement. Without limiting the foregoing, the Company shall have the right to disable the Software or Services if installed or used by You in an unauthorized manner.

2.3. Limitations on Use. Except as otherwise set forth in this Agreement, You shall not and shall not allow any third party to: (i) reverse engineer, decompile, translate, disassemble, reprogram or otherwise modify or create any derivative works of the Services or any portion thereof; (ii) remove or alter any of the Company trademarks or other proprietary notices, legends, symbols or labels that appear on or in connection with the Services; (iii) use the Services other than in accordance with the terms and conditions of this Agreement; (iv) redistribute, assign, sell, rent, lease, sublicense, pledge or otherwise share, grant or transfer the Services in an application service provider capacity or any rights therein; (v) allow any third party to use the Services; (vi) copy the Services and/ or make use of more than one copy of the Services; (vii) deinstall, reinstall, move, transfer or relocate to another computer or sublicense to a third party the Services; (viii) use the Services to provide products or services to third parties, affiliates or subsidiaries; (ix) use, access, evaluate or view the Services for the purpose of designing, modifying, or otherwise creating any software program which performs functions identical or similar to the functions performed by the Services; (x) provide externally or to a third party any oral or written communication that describes or summarizes the features, functions or performance characteristics of the Services or that compares the Services with any of Your products or services or third party products or services; or (xi) use the Services with any other unauthorized software or copy thereof in conjunction with any unauthorized use or breach of license terms any software.

2.4. Proprietary Rights. You acknowledge and agree that the Services are and shall remain perpetually proprietary products of the Company that may be protected under international patent, copyright, trademark and trade secret laws as well as international treaties. You further acknowledge and agree that all right, title, and interest in and to the Services and any related intellectual property are and shall remain the property of the Company.

SUBSCRIBER SHALL NOT DURING THE TERM OF THIS AGREEMENT OR THEREAFTER USE THE SERVICES IN WHOLE OR IN PART IN A MANNER THAT DIRECTLY OR INDIRECTLY ALLOWS YOU OR ANY OTHER THIRD PARTY TO COMPETE WITH THE COMPANY.

3. FEES.

3.1. The payment for the Services provided by the Company shall be as agreed upon between the Parties in the applicable Aimbetter order form (the “**Order Form**”) and is an integral part of this Agreement (and together the “**Fees**”).

3.2. Except as otherwise set forth in the Order Form, by paying the Fees, you purchase a subscription to use one (1) account to access the Services for the term of this Agreement (unless terminated in accordance with the provisions of this Agreement). For the avoidance of any doubt, the copyright and intellectual property rights of the Software and any components thereof are the property of the Company. You hereby agree and acknowledge that the Fees are non-refundable. For the purpose of this Agreement, it shall be clarified, that one subscription will be required per each instance. By a way of example, two (2) subscriptions will be required if the Subscriber has two (2) instances.

3.3. You hereby agree and acknowledge that the Fees are non-refundable in any case

4. CONFIDENTIALITY OBLIGATIONS.

4.1. General. “Confidential Information” means any and all confidential, technical, business or proprietary information disclosed to You by the Company, directly or indirectly, including, but not limited to, in the case of the Company, the Company’s Services, confidential information regarding the Company’s business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, product plans, services, relationships with any third party, client lists, and confidential information regarding the Company’s employees, clients, vendors, consultants, and affiliates.

4.2. Use of Confidential Information. You shall treat as confidential in perpetuity all Confidential Information received from the Company, shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of the Company's Confidential Information and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, You shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the Company under this Agreement, but in no event less than reasonable care. Except as expressly authorized in this Agreement, You shall not copy Confidential Information of the Company without the Company's prior written consent.

4.3. Exclusions. Confidential Information shall not include, or shall cease to include, as applicable, Confidential Information that the You can document: (i) is or becomes generally available to the public through no improper action or inaction by You ; (ii) or is disclosed pursuant to the order or requirement of a court, administrative agency, or another governmental body, provided that You provide prompt, advanced written notice thereof to enable the Company to seek a protective order or otherwise prevent such disclosure. In the event such a protective order is not obtained by the Company, You shall disclose only that portion of the Confidential Information that its legal counsel advises that it is legally required to disclose.

4.4. Remedies. If You breach any of its obligations with respect to the confidentiality or unauthorized use or disclosure of Confidential Information hereunder, the Company is entitled to obtain, notwithstanding any language to the contrary in this Agreement, equitable relief to protect its interest including injunctive relief.

4.5. Upon the Company's written request and upon the termination of this Agreement, You shall promptly destroy and/or remove, at the Company's option, all tangible copies of the Services.

4.6. Privacy Statement. You acknowledge and agree that Your use of the Services is subject to privacy laws and treaties applicable to the jurisdiction in which such use is made. Your use of the Services and the securing for confidentiality purposes of data used, access, gathered or identified by the Services is solely Your responsibility. You shall be liable to the Company and any applicable third party for any and all of Your acts or omissions.

4.7. Publicity. the Company may: (i) use internally and externally Subscriber's name in connection with the Company's marketing and sales materials; and (ii) no sooner than three (3) months after the Effective Date, prepare a case study with Subscriber's reasonable assistance that the Company may use internally and externally for marketing and sales purposes.

5. WARRANTY DISCLAIMER.

THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES OR ANY OTHER PRODUCTS OR SERVICES OTHERWISE PROVIDED BY THE COMPANY, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE COMPANY DOES NOT WARRANT THAT USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.

6. TERM AND TERMINATION.

6.1. Term of Agreement. Except as otherwise set forth in this Agreement and in the applicable Order Form, this Agreement shall commence on the Effective Date and remain in effect unless terminated in accordance with this Section 6.

6.2. Breach. This Agreement may be terminated by the Company upon any breach made by You.

6.3. Bankruptcy. the Company may terminate this Agreement by providing written notice to You upon the occurrence of any of the following events: (i) a receiver is appointed for You or Your property; (ii) You make a general assignment of all or substantially all of Your assets for the benefit of its creditors; (iii) You commence or has commenced against You, proceedings under any bankruptcy law, which proceedings are not dismissed within sixty (60) days; or (iv) You ceases to do business.

6.4. Effect of Termination. Upon termination of this Agreement for any reason: (i) the subscription granted hereunder and all other provisions of this Agreement shall be terminated and You shall immediately cease using the Services, and (ii) You shall immediately destroy and remove the copy of the Services from your computer.

6.5. GDPR Data Protection Rights. In accordance with the General Data Protection Regulation (GDPR) guidelines, you have the right to request a copy of any of your personal data which are being processed. The details of your rights are listed in the [Privacy Statement](#), under “Your legal rights under GDPR”.

7. INDEMNIFICATION.

You shall indemnify and hold the Company and its predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives, and attorneys harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys’ fees) arising out of or relating to: (i) Your gross negligence or willful misconduct; (ii) Your use of the Services in an unauthorized manner; (iii) Your breach of privacy rights or invasion of privacy directly or indirectly through the use of the Services; or (iv) Your breach of this Agreement.

8. LIMITATION OF LIABILITY.

8.1. General. IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS, INTERRUPTION OF BUSINESS, LOSS OF TECHNOLOGY OR LOST DATA, HOWEVER ARISING, WHETHER UNDER THEORIES OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY’S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT ACTUALLY PAID BY YOU UNDER THE TERMS OF THIS AGREEMENT.

8.2. Third Parties. IN NO EVENT SHALL THE COMPANY BE LIABLE ANY OTHER THIRD PARTY FOR ANY LOSSES, COSTS OR DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS, INTERRUPTION OF BUSINESS, LOSS OF TECHNOLOGY OR LOST DATA, HOWEVER ARISING, WHETHER UNDER THEORIES OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY’S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED AS SET FORTH IN SECTION 8.1 ABOVE.

9. EXPORT CONTROL REGULATIONS.

You acknowledge and agree that the Services may be subject to U.S. export jurisdiction. You shall comply with all applicable international and national laws that apply to the Services, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the U.S. and other governments.

10. GENERAL.

10.1. Support. The Company is solely responsible for customer service. The Company shall make diligent efforts to you with the support services purchase by you under the Order Form.

10.2. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Israel even if, under the rules relating to the conflict of laws that apply in Israel it could be held that another law governs. Exclusive jurisdiction with respect to any matter arising from or related to this Agreement shall rest with the competent courts in Tel Aviv – Jaffa, only; however, the Company shall retain the right to institute proceedings including interlocutory and/or injunctive relief in any other territory.

10.3. Waiver and Amendment. The Company, from time to time, in its sole discretion, may waive, amend or modify any provision hereof (“Amendment”) or any right or remedy hereunder. No failure by the Company to exercise and no delay by the Company in exercising, any right, power or remedy with respect to the obligations secured hereby shall operate as a waiver of any such right, power or remedy. The most updated version of this Agreement and any amendments thereto will be available at the Company’s website.

10.4. Assignment. You shall not assign this Agreement without the prior written consent of the Company.

10.5. Force Majeure. The Company shall not be liable under this Agreement by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrections, fires, floods, storms, explosions, acts of nature, acts of terrorism, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of the Company.

10.6. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior agreements or understandings, written or oral, between the Parties hereto with respect to the subject matter hereof.

10.7. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be enforced to the maximum extent possible and the remaining provisions of this Agreement shall continue in full force and effect to the maximum extent permissible without being impaired or invalidated in any way.

10.8. Full Power. You warrant that You have full power to enter into and perform this Agreement, and the person signing this Agreement on Your behalf has been duly authorized and empowered to enter into this Agreement.

10.9. Survival. The Parties agree that their respective rights, obligations, and duties under which by their nature extend beyond the termination of this Agreement shall survive any termination or expiration of this Agreement.

10.10. Interpretation; Absence of Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.