

End-user License and Sale Agreement

This End-user License and Sale Agreement (the "Agreement") is an agreement between the Product's user (hereinafter "End User") and SECURETEAM Ltd. (hereinafter "SECURETEAM").

1. Definitions

- 1.1. "Documentation": means any user documentation, on any media, provided by SECURETEAM in association with the Products.
- 1.2. "SECURETEAM": means SECURETEAM Ltd., its authorized resellers, distributors, marketers, system centers, representatives and other persons manufacturing, selling or marketing the Products.
- 1.3. "License Key" means the code provided to the End User by SECURETEAM which enables the Products to operate in the specified Licensed Configuration.
- 1.4. "Licensed Configuration": means a single computer located in the Licensed Location.
- 1.5. "Licensed Location": the address in which the Products will be installed as.
- 1.6. "Products": means any of SECURETEAM' products provided to the End User as a computer software (including online and electronic documentation) and any associated media and anything in any form whatsoever intended to be used with the software in association with this Agreement and any such products ordered by the End User from time to time, together with the associated original electronic media and all accompanying Documentation, and together with all enhancements, upgrades, and extensions thereto that may be provided by SECURETEAM to the End User from time to time.
- 1.7. "Software": means the computer software (including online and electronic documentation), any associated media and anything in any form whatsoever, intended to be used with the software that is provided to the End User in association with this Agreement, including, but not limited to the Agile.NET, which is a .NET obfuscator and a .NET code protection tool, and any software corrections, enhancements, patches and updates provided by SECURETEAM at any time.

2. Software and Documentation License Grant

- 2.1. Software License. Subject to the terms and conditions of this Agreement, SECURETEAM hereby grants only to the End User, a personal non-exclusive, non-sublicensable, non-transferable license to use the Software in accordance with the relevant Documentation in the Licensed Configuration only.
- 2.2. License Key. The License Key obtained from SECURETEAM controls the number of clients using the Agile.NET Software in accordance with the Licensed Configuration. If any Software is rendered disabled for any reason, SECURETEAM may, at its sole discretion, issue the End User another License Key which will enable the End User to operate the Software on substitute computer hardware. In this event End User agrees not to use or transfer the Software that is on the original computer hardware, nor its License Key.
- 2.3. Documentation License. SECURETEAM hereby grants to the End User a non-exclusive, non-transferable, non-sublicensable license to use the Documentation and to make a reasonable number of copies of the Documentation solely for its own internal business purposes as necessary in connection with the Use of the Products.

3. Use of the Products

3.1. Personal Use: The Products are provided solely for End User's internal use and for the Licensed Configuration only. The Product or any portion of the Products may not be used or accessed by, sub-licensed to, re-sold to, rented to, or distributed to any other party. End User agrees not to allow others to use the Products, nor to use the Products for the benefit of third parties.

3.2. Ownership and Retention of Rights. End User acknowledges that SECURETEAM, and its licensors, own and shall retain all right, title and interest in and to: (i) the Software and Documentation (including all copies, modifications, and derivative works thereof, by whomever produced), including all intellectual property rights embodied therein; (ii) all of the service marks, trademarks, trade names or any other designations associated with the Products and Software; and (iii) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to the Products, Software, and Documentation. End User further acknowledges and agrees that it shall have no rights with respect to any of the foregoing other than the rights expressly set forth in this Agreement.

3.3. Protection of Rights. End User agrees: (i) not to create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the source code, internal structure, or organization of the Products, or any part thereof, from any object code or information that may be made available to End User, or aid, abet or permit others to do so; (ii) not to remove any identification or notices of any proprietary or copyright restrictions from the Product, Software, Documentation, or any other support material; (iii) except for archival or back-up copies, not to copy the Software, develop any derivative works thereof or include any portion of the Software in any other software program; (iv) not to develop any other products containing any of the concepts and ideas contained in the Products; and (vi) not to develop methods to enable unauthorized parties to use the Products.

4. Maintenance and Support

SECURETEAM is not required under this License to provide any installation, maintenance, training or other product services to you. Such services, if available, may be purchased separately.

SECURETEAM may provide product support services related to the Software Product ("Support Services"). Use of the Support Services is governed by the policies and programs described in "online" documentation and/or in other SECURETEAM provided materials. End User agree that SECURETEAM may collect and use technical information gathered as part of the support services provided to the End User, if any, related to the Software Product. SECURETEAM may use such information for its business purposes, including for product support, and development, to improve the Software Product or to provide customized services or technologies to the End User, and will not disclose this information in a form that personally identifies the End User.

5. UPDATES & PRODUCT CHANGES.

SECURETEAM is not required under this License to provide any updates, or upgrades to the Software Product. From time to time, after the date the End User obtain initial copy of the Software Product, SECURETEAM may provide to the End User or make available to the End User, at its sole discretion, error corrections, enhancements, updates, upgrades, or other modifications, supplements, add-on components, new releases, or Internet-based services components, of the Software Product. Unless SECURETEAM provides other terms along with the error correction, enhancement, update, upgrade, or other modification, supplement, add-on component, new release, or Internet-based services component, this License applies to them. SECURETEAM reserves the right to discontinue any Internet-based services provided to the End User or made available to the End User through the use of the Software Product. SECURETEAM reserves the right at any time not to release or to discontinue

release of Software Product and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of any future releases of the Software Product.

6. Term And Termination

This Agreement is effective until terminated. SECURETEAM may terminate this Agreement at any time upon a material breach of any of the provisions hereof. Upon termination of this Agreement, End User agrees to cease all use of the Product and to return to SECURETEAM or destroy the Product and all documentation and related materials in its possession, and so certify to SECURETEAM. Except for the license granted herein and as expressly provided herein, the terms of this Agreement shall survive termination.

7. Indemnification

SECURETEAM shall have the right, but not the obligation, to defend or settle, at its option, any action at law against the End User arising from a claim that the permitted use of the Product under this Agreement infringes any patent, copyright, or other ownership rights of a third party. End User agrees to provide SECURETEAM with written notice of any such claim within ten (10) days of End User notice thereof and provide reasonable assistance in its defense. SECURETEAM has sole discretion and control over such defense and all negotiations for a settlement or compromise, unless it declines to defend or settle, in which case the End User will be free to pursue any alternative he may have.

8. Limited Warranty, Warranty Disclaimers and Limitation of liability

8.1. Limited Warranty. SECURETEAM MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCT, SOFTWARE, OR SUPPORT SERVICE, AND DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE AND ANY WARRANTIES OF NONINFRINGEMENT. SECURETEAM DOES NOT WARRANT THAT THE PRODUCTS, SOFTWARE OR SUPPORT SERVICE WILL MEET ANY REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

8.2. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, SECURETEAM WILL IN NO EVENT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL, CONTRACTUAL, OR EQUITABLE THEORY FOR: (I) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT SECURETEAM IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (III) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, OR SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITATION OF LIABILITY OR LIMITED REMEDY, SECURETEAM'S ENTIRE AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNTS RECEIVED BY SECURETEAM UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE FOR THE PARTICULAR PRODUCT OR SUPPORT SERVICE THAT CAUSED THE LIABILITY.

8.3 Exclusions. The foregoing warranties and remedies shall be void as to any Products damaged or rendered unserviceable by: (1) improper or inadequate maintenance by anyone other than

SECURETEAM or SECURETEAM's authorized agents, (2) software or interfacing supplied by anyone other than SECURETEAM, (3) modifications, alterations or additions to the Products by personnel not certified by SECURETEAM or SECURETEAM's authorized agents to perform such acts, or other unauthorized repair, installation or opening or other causes beyond SECURETEAM's control, (4) unreasonable refusal to agree with engineering change notice programs, (5) negligence by any person other than SECURETEAM or SECURETEAM's authorized agents, (6) misuse, abuse, accident, electrical irregularity, theft, vandalism, fire, water or other peril, (7) damage caused by containment and/or operation outside the environmental specifications for the Products or contrary to the Licensed Configuration, and (8) alteration or connection of the Products to other systems, equipment or devices (other than those specifically approved by SECURETEAM) without the prior approval of SECURETEAM.

9. Government Regulation and Export Control

9.1. Government Regulations. End User agrees that the Products are sold to be used in the Licensed Location only and therefore may not be shipped, transferred, or exported into any country or used in any manner prohibited by law.

10. General

10.1. Miscellaneous. End User may not assign his rights or obligations under this Agreement without the prior written consent of SECURETEAM. 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 effect the intent of the Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect. The laws of the State of Israel shall 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 appropriate Israeli court sitting in Tel Aviv, Israel. 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. This Agreement sets forth the entire understanding and agreement between the End User and SECURETEAM and may be amended only in writing signed by both parties.

10.2. No Other Rights. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon either party hereunder any license or other right except the licenses, rights and uses expressly granted hereunder to a party hereto. 10.3. Entire Agreement. The provisions of this Agreement, including any Exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

BY ACCEPTING BELOW, the End User agrees to the terms and conditions of this agreement.