TERMS OF USE

These Terms of Use (these "**Terms**") shall govern your (the "**Customer**") access and use of the Software (as defined below), provided by Provengo Technologies Ltd. ("**Provengo**").

By using or accessing the Sofware Customer agrees to be bound by these Terms.

1. **License**

1.1. License Grant. Subject to and conditioned on Customer's continuous compliance with this Terms and the Order Form (collectively referred to as the "**Agreement**"), Provengo grants Customer a temporary, nonexclusive, nonsublicensable, nontransferable, limited license to install and Use the object code of Provengo' proprietary business flow and test scenario generation software that automates requirement gathering and eliminates manual handoffs between business and development teams, its accompanying documentation and any materials distributed or made available by Provengo, directly or indirectly, including, without limitation any error corrections, patches, service packs, updates, upgrades and new versions that Provengo provides or makes available to Customer as further set forth in the Order Form (collectively the "**Software**").

"**Use**" means (a) to use or execute any computer program or other materials; or (b) to use or otherwise benefit from the features or functionality of the computer program or other materials.

"**Order Form**" means a (i) written order form executed between Customer and Provengo, or (ii) binding subscription terms between Customer and Provengo entered into by Customer through Provengo' website, setting forth the Specifications and other commercial terms. For the sake of clarity, the Order Form may establish that the Software is licensed in consideration of fees or otherwise for free for evaluation purposes.

1.2. License for Evaluation. Provengo may provide Customer with a free license to the Software for evaluation purposes, subject to the periods, the Specifications and other provisions as provided in the Order Form (if any). It being clarified that Provengo may, for such periods and in such scope as it determines in its sole discretion, decide to add certain functionalities and features which Customer may not otherwise be entitled to under the Specifications ("**Additional Features**"). Provengo may at any time remove, limit and/or change the Additional Features at its sole and absolute discretion without any liability to Provengo.

1.3. Authorized Users. Provengo shall designate user accounts and passwords in an amount set forth in the Order Form, with each user account to be designated to each person on an individual basis and upon activation of the user account each such person shall provide his/her name and email address and shall further undertake that any such installation or Use will be subject by the Agreement (the "**Authorized Users**"). If explicitly provided under the Order Form, Customer may permit the Software to be installed and/or used by authorized employees, contractors, distributors, or other representatives of Customer. Each Authorized User may access the Software through up to two access points, one designated for a desktop computer and one for a laptop, provided that in any case no more than one access point shall be available to an Authorized User at a given time. Customer undertakes that the maximum number of users that it authorizes to access and use the Software shall not exceed the number of Authorized Users under the Order Form. Customer will be responsible for compliance with the Agreement by the Authorized User any other persons who may have access or makes Use of the Software through Customer (whether or not such access or Use is authorized by Provengo or within the scope of the license).

1.4. Third-Party Services. The Software may include features or functionality that interoperate with online services, software, content, data or other materials operated by third parties ("**Third Party Services**"), subject to provisions under applicable agreements, terms and conditions, privacy policies or any other binding terms with operators or other third parties related to the provision of Third Party Services (such agreements, "**Third Party**

Agreements" and such operators and other third parties, "**Operators**") or through application programming interfaces or other means of interoperability made generally available by the Operators ("**Third Party APIs**") which Provengo does not control. Third Party Agreements and Third Party APIs (and the policies, terms and rules applicable to Third Party APIs) may be modified, suspended or terminated at any time and Provengo may at any time, for any reason, modify or discontinue the interoperability to any Third Party Services. Any such modification, suspension or termination shall not affect any payment obligations under the Agreement and Provengo shall have no liability with respect thereto. Without limiting the foregoing, Customer's use of the Third Party Services shall be subject to the Third Party Agreement and shall further be responsible for ensuring that Customer's use of the Software in connection with Third Party Services complies with all policies, terms and rules applicable thereto. In addition, the Customer may be requested to pay additional duties, taxes, or other fees not otherwise covered by the Third Party Services, in accordance with the Third Party Agreements and Provengo shall have no liability with respect thereto. Provengo does not control, endorse, or accept responsibility for any such third-party content, software or services, and any dealings between Customer and any third party in connection with such content or services, including, without limitation, such third party's privacy policies, use of personal information, delivery of and payment for goods and services, and any other terms associated with such dealings, are solely between Customer and such third party. Provengo may at any time, for any reason, modify or discontinue the availability of any third-party content, software or services.

1.5. Services. Provengo may provide, and Customer may elect to receive or benefit from, certain services from time to time provide, which may include without limitation, maintenance services, all as further set forth in an Order Form ("**Services**").

2. **License Limitations and Prohibitions**

2.1. The parties acknowledge and agree that, notwithstanding anything to the contrary in the Agreement, no license is granted (whether expressly, by implication or otherwise) under the Agreement to materials or software which are not included in the Specifications and/or to any Software that Customer did not acquire lawfully or that Customer acquired in violation of or in a manner inconsistent with the Agreement. Customer shall not and shall not permit any third party to (a) install or Use the Software beyond the applicable license term or outside the scope of the specific license, (b) modify or create any derivative works from the Software or any part thereof, (c) distribute, rent, loan, lease, sell, sublicense, transfer or otherwise provide all or any portion of the Software to any person or entity except as expressly set forth in these Terms or as expressly authorized in writing by Provengo under an Order Form or otherwise, (d) provide or make available any features or functionality of the Software to any person or entity (other than to and for the benefit of Customer itself for the purpose specified in the applicable license), whether or not over a network and whether or not on a hosted basis, (e) remove, alter or obscure any proprietary notices, labels or marks in the Software, (f) decompile, disassemble or otherwise reverse engineer the Software, or (g) translate, adapt, arrange, or create derivative works based on, or otherwise modify the Software for any purpose.

2.2. Customer further acknowledges that the Software allows Customer to display, transmit, transfer, store, and/or otherwise process Customer's data, materials, and other content as part of the Use of the Software ("**Customer Materials**"). In this respect Customer agrees that Provengo does not control, endorse, or accept responsibility for the Customer Materials, and Customer shall ensure that all data and materials that Customer use in connection with and/or uploads to the Software shall not include any viruses or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, injurious to any person or property, harassing or offensive.

3. **Intellectual Property Rights; Confidentiality**

3.1. Provengo and its licensors retain title to and ownership of, and all other rights with respect to, the Software and all copies thereof, including, without limitation, any related copyrights, trademarks, trade secrets, patents,

and other intellectual property rights, including without limitation any processes, know-how, methodologies, tools, technologies, analytical methods, algorithms or ideas associated therewith and/or otherwise utilized by Provengo in connection with any Services furnished or provided by Provengo to Customer hereunder. Customer has only the limited licenses granted with respect to the Software expressly set forth in the Agreement, and Customer has no other rights, implied or otherwise. Customer acknowledges and agrees that the Software are licensed, not sold, and that rights to install and Use the Software are acquired only under the license from Provengo.

3.2. The Software and any source code, know-how, process, methodology, tool, analytical method or algorithm associated therewith and/or otherwise utilized by Provengo, whether in oral, written, graphic, machine-readable or other form or otherwise identified as confidential or proprietary are valuable trade secrets of, and confidential and proprietary information of Provengo, and (a) may not be distributed, disclosed or otherwise provided to third parties (other than Authorized Users); and (b) may be used only in conjunction with the these Terms. Customer further acknowledges that unauthorized use or disclosure of the Software may cause irreparable harm to Provengo.

3.3. Customer may provide Provengo with feedback concerning the functionality and performance of the Software, including, without limitation identifying potential errors, enhancements, and improvements. Any feedback, suggestions, ideas or other inputs that Customer provides Provengo in connection with the Software or the evaluation may be freely used by Provengo to improve or enhance its products and, accordingly, all rights to such improvements and/or enhancements, howsoever arising, including as a result of any ideas, inputs or information provided by Customer as aforesaid, shall vest solely with Provengo. During the course of the use of the Software, Provengo may collect information regarding its use, such as information on which tools and/or services in the Software are being used and how they are being used. Any such information gathered by Provengo will be used in connection with evaluating and improving Provengo' products and technology.

4. **Privacy and Use of Information**

Customer acknowledges and agrees that Customer (and third parties acting on Customer's behalf) may provide, and Provengo (and third parties acting on behalf of Provengo) may obtain and use certain information and data with respect to Customer (including, without limitation, personal information) and Customer's business in connection with the Agreement, including, without limitation, information and data provided to or obtained by Provengo (or third parties acting on behalf of Provengo) through the Order Form and otherwise, in connection with ordering, registration, activation, updating, validating entitlement to, auditing, monitoring installation of and Use of the Software, Services and managing the relationship with Customer.

5. **Payment Terms**

5.1. Payment Currency. Except as otherwise specified in an Order Form, all payments to Provengo will be made in NIS based on dollar value published on the day of invoice.

5.2. Tax. All fees payable by Customer are net amounts and are payable in full, without any deduction of any kind including for taxes and/or duties. In addition, no amounts shall be set off by Customer for any reason whatsoever. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with its receipt or Use of the Software, except for taxes based on Provengo' net income.

5.3. Late Payments. Any payments by Customer that are not paid on or before the date such payments are due shall bear interest of one percent (1%) per month. Interest shall accrue beginning on the first day following the due date for payment and shall be compounded quarterly.

5.4. Payment Method. Provengo may accept payments made by credit card, wire transfer, debit cards or other online payment services all as shall be detailed during the payment process in the Order Form (through Provengo' website), or if otherwise agreed by Provengo by check or wire transfer to Provengo' account in accordance with Provengo' written instructions. Charges made through Provengo' website may be facilitated through third-party payment processing services ("**Payment Processor(s)**"). By agreeing to these terms or continuing to use the Software, Customer agrees to be bound by the Payment Processor(s) terms of use, as they may be modified by them from time to time. As a condition of Provengo enabling payment processing services through the Payment Processor(s), Customer agrees to provide Provengo accurate and complete information about Customer and its business, and Customer authorizes Provengo to share transaction information related to Customer's use of the payment processing services provided by Payment Processor(s). Provengo may replace its third-party payment processing services without notice to Customer. Customer may use a third-party service provider to manage credit card processing. This service provider is not permitted to store, retain, or use billing information except for the sole purpose of credit card processing on Provengo' behalf.

6. **Limited Warranty and Disclaimers**

6.1. Purchased Limited Warranty. If and only if Customer has paid consideration for the Software according to the Order Form, Provengo warrants that the Software, when properly installed and used in the hardware configuration and operating system for which it was designed, will perform substantially in accordance with the specifications details which accompany the Order Form (the "**Specifications**") for the subscription period set forth in the Order Form (the "**Warranty Period**"); provided, however, that this Limited Warranty shall not apply to any problem with the Software caused by: (i) any modification or servicing of the Software by any party other than Provengo; (ii) use of the Software other than in accordance with the Specifications; (iii) use of the Software with hardware or software not specified in the Specifications; (iv) any computer virus or similar malicious code contained in the Software through no fault of Provengo; (v) Customer user errors, problems caused by incorrect set up or failure to perform required administrative duties; (vi) causes external to the Software, such as but not limited to power failure or electrical surges; (vii) network problems, including without limitation problems with remote access connection, routers, segments, hubs and switches not provided by Provengo; and (viii) use of a magnetic medium which has been subject to abuse or misuse (the "**Limited Warranty**"). If and only if Customer has paid consideration for the Software according to the Order Form, Provengo' entire liability and Customer's exclusive remedy during the Warranty Period will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at Provengo' sole discretion, (i) to attempt to correct or work around errors in accordance with Provengo' support and maintenance services terms as in effect from time to time, or (ii) to refund the license fees, if any, paid by Customer and terminate the Agreement and the license to such Software. Such refund is subject to destruction of such Software, during the Warranty Period. It is expressly set forth that if Customer Uses a free version of the Software, then the Limited Warranty shall not apply in connection to Customer's Use of the Software, and Section 6.2 below shall apply to the fullest extent.

6.2. Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 6.1 (LIMITED WARRANTY), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND THE SOFTWARE PROVIDED UNDER THE AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND PROVENGO AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, INTEGRITY OF DATA OR THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED.

7. **Limitations of Liability**

7.1. IN NO EVENT WILL PROVENGO, ITS DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, PARTNERS, CONSULTANTS AND/OR EMPLOYEES, BE LIABLE TO THE CUSTOMER OR ANY

THIRD PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING ANY LOST PROFITS OR LOST DATA ARISING FROM THE USE OF THE SOFTWARE OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SOFTWARE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PROVENGO HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THE CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT PROVENGO SHALL NOT BE LIABLE FOR ANY USER SUBMISSIONS AND/OR DEFAMATORY, OFFENSIVE AND/OR ILLEGAL CONDUCT BY ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM AND/OR ASSOCIATED WITH THE FOREGOING RESTS ENTIRELY WITH THE CUSTOMER. PROVENGO'S LIABILITY FOR ANY DAMAGES OR CLAIMS OF ANY KIND, SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID BY THE CUSTOMER TO PROVENGO IN CONNECTION WITH THE SOFTWARE, IF ANY, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. **Termination**

8.1. Termination or Suspension. Provengo may terminate the Agreement, Customer's license as to Software and/or the provision of Services relating to the Software if the Customer is in breach of the Agreement and fails to cure such breach within thirty (30) days after written notice of the breach; however, if Customer is in breach of Section 1 (License), Section 2 (License Limitations; Prohibitions) or Section 3 (Intellectual Property Rights; Confidentiality), Provengo may terminate the Agreement, Customer's license to the Software and/or the provision of Services relating to the Software immediately upon written notice of the breach. In addition, Provengo may, as an alternative to termination, suspend Customer's license as to the Software the provision of Services relating to the Software, and/or other Provengo obligations or Customer rights under the Agreement (or under other terms, if any, relating to materials associated with the Software), if Customer fails to make a payment to Provengo or otherwise fails to comply with the provisions of the Agreement or other terms relating to any such license, Services, or other associated materials. Provengo may also terminate the Agreement if Customer becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Customer's creditors. The Agreement will terminate automatically without further notice or action by Provengo if Customer goes into liquidation.

8.2. Effect of Termination of the Agreement or License. Upon termination of the Agreement pursuant to Section 8.1, the licenses granted hereunder will terminate and the provisions of this Section 8.2 shall apply. Upon termination hereunder any license granted to Customer, Customer must cease all use of Software to which such license applies and any Services and uninstall all copies of the Software. At Provengo' request, Customer agrees to destroy all proprietary and confidential information and material of Provengo including any such information and material related to the Software. Provengo reserves the right to require Customer to show satisfactory proof that all copies of the Software have been uninstalled and, if so requested by Provengo, destroyed or returned to Provengo.

8.3. Survival. Sections 1.3 (Authorized Users), 1.4 (Third-Party Service), 2 (License Limitations and Prohibitions), 3 (Intellectual Property Rights; Confidentiality), 4 (Privacy; Use of Information), 6.2 (Disclaimer), 7 (Limitations of Liability), 8 (Termination) and 9 (General Provisions) will survive any termination or expiration of the Agreement.

9. **General Provisions**

9.1. Notices. Notices in connection with the Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service. Notices will be effective (a) in the case of notices by

email, one (1) day after sending to the email address provided, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided.

9.2. Governing Law and Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the State of Israel, without reference to the conflicts-of-laws rules thereof. In addition, each party agrees that any claim, action or dispute arising under or relating to the Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the competent courts of Tel Aviv, Israel. Nothing in the foregoing will prevent Provengo from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

9.3. Assignment. Customer may not assign the Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Provengo' prior written consent, which may be withheld in Provengo' sole and absolute discretion, and any unauthorized purported assignment by Customer will be void. Provengo may assign the Agreement and/or any of its rights or obligations in relation thereto to a third party as part of a merger and/or sale of all or substantially all of the assets or activities of Provengo.

9.4. Severability. If and to the extent any provision of the Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or any other provision of the Agreement in any other jurisdiction.

9.5. No Waiver. No term or provision of the Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

9.6. Audits. Customer agrees that Provengo has the right to require an audit (electronic, on-site or otherwise) of the Software and Use thereof. As part of any such audit, Provengo or its authorized representative will have the right, on fifteen (15) days' prior notice to Customer, to inspect Customer's records, systems and facilities to verify Customer's Use of the Software. Additionally, within fifteen (15) days of the audit request, Customer will provide to Provengo all records and information requested by Provengo in order to verify Customer's Use of the Software. Customer will provide full cooperation to enable any such audit.

9.7. Construction. Ambiguities in the Agreement will not be construed against the drafter.

9.8. Force Majeure. Provengo will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Provengo' reasonable control.

9.9. Entire Agreement. The Agreement and any other terms referenced in the Agreement constitute the entire agreement between the parties (and merge and supersede any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof. The parties acknowledge that, in entering into the Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in the Agreement. Customer acknowledges and agrees that Provengo may add to or change these Terms from time to time, provided that Provengo will provide written notice of the additions or changes before the additions or changes are effective as to Customer. In the event of a conflict between these Terms and the Order Form, the terms of the Order Form shall prevail. Terms stipulated by Customer in any communication by Customer which purport to vary the Agreement, or such other terms will be void and of no effect unless agreed in a writing signed by an authorized representative of

Provengo. Any other modifications by Customer to these Terms will also be invalid unless agreed to in a writing signed by an authorized representative of Provengo.

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