

AUGMIND SOFTWARE EULA

THIS LICENSE AGREEMENT ("Agreement") shall become effective upon marking the agreed terms checkbox (the "Effective Date") between Augmind Ltd., an Israeli company with a business address at 6 Galgalei Haplada st Herzliya Israel ("Augmind" or "Licensor"), and "You" or "Licensee" (Licensor and Licensee are sometimes referred to herein individually as a "party" and collectively as the "parties").

IMPORTANT-READ CAREFULLY: This Agreement is a legal agreement between You and Augmind for the use of MaxScene, and which may include associated media, printed materials, and other components and software modules including but not limited to drivers ("**Product**" and/or "**Software**"). The Product also includes any software updates and upgrades that Augmind may provide to You or make available to You, or that You obtain after the date You obtain Your initial copy of the Product, to the extent that such items are not accompanied by a separate license agreement or terms of use. BY CLICKING THE ACCEPT BUTTON IN THE APPROPRIATE DIALOG BOX AND/OR INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE PRODUCT, YOU ARE STATING THAT YOU HAVE READ THIS AGREEMENT, AGREE TO ALL OF ITS TERMS, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU HAVE NO RIGHTS TO THE PRODUCT AND SHOULD NOT INSTALL, COPY, DOWNLOAD, ACCESS OR USE THE PRODUCT.

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If you are accepting this License Agreement on behalf of your employer or another entity, you represent and warrant that: (i) You have full legal authority to bind your employer, or the applicable entity, to this Agreement; (ii) You have read and understand this License Agreement; and (iii) you agree on behalf of the party that you represent to this license agreement.

As used in this License Agreement, the term "Licensee" means you and/or your employer as applicable.

In consideration of the premises and the mutual covenants contained herein, You and Licensor hereby agree as follows:

1. Description

THIS LICENSE AGREEMENT GOVERNS LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION.

2. License Grant

2.1. Licensee is granted a personal, limited, temporary, terminable, non-exclusive, non-assignable and nontransferable license to install and use the Software solely in accordance with the terms and conditions of this Agreement. The Software and Documentation are provided to Licensee at no charge and are licensed, not sold to Licensee.

- 2.2. Licensee may permit a single authorized end user to install the Software on a single computer (for the purpose of this Agreement, computer will include any device in which the Software can be installed or used in any other manner, including, inter alia, tablets, smartphone, mobile device or a virtual machine) for use by that end user only. A virtual machine with a single-user license Product shall not be copied or shared, and unless it has obtained written consent from Augmind. The Product cannot be used in any multi-user environment, such as terminal server.
- 2.3. Licensee shall not remove, obscure, or alter any proprietary rights notices (including without limitation copyright and trademark notices), which may be affixed to or contained within the Software or Documentation.

3. Restrictions

- 3.1. Licensee will not, directly or indirectly, (a) copy the Software or Documentation in any manner or for any purpose; (b) install, access or use any component of the Software or Documentation for any purpose not expressly granted in Section 3 above; (c) resell, distribute, publicly display or publicly perform the Software or Documentation or any component thereof, by transfer, lease, loan or any other means, or make it available for use by others in any time-sharing, service bureau or similar arrangement; (d) disassemble, decrypt, extract, reverse engineer or reverse compile the Software, or otherwise attempt to discover the source code, confidential algorithms or techniques incorporated in the Software; (e) export the Software or Documentation in violation of any applicable laws or regulations; (f) modify, translate, adapt, or create derivative works from the Software or Documentation; (g) circumvent, disable or otherwise interfere with security-related features of the Software or Documentation; (h) use the Software or Documentation for any illegal purpose, in any manner that is inconsistent with the terms of this License Agreement, or to engage in illegal activity; (i) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels on, or embedded in, the Software or Documentation; or (j) provide access to the Software or Documentation to third parties.
- 3.2. The Software is licensed as a single integral product; its component parts may not be separated for use on more than one computer. The Software may include copy protection technology to prevent the unauthorized copying of the Product or may require original media for use of the Software on the computer. It is illegal to make unauthorized copies of the Product or to circumvent any copy protection technology included in the Software. The Software may not be resold either by You or a third party customer without the prior written permission of Augmind. All rights not expressly granted to You are retained by Augmind.
- 3.3. While using the Product, Licensee agree to comply with all applicable laws, rules and regulations. You also agree to comply with certain rules (as listed below) of conduct that govern the Licensee use of the Product, which are not meant to be exhaustive and can be modified at any time by Augmind. In all cases, You may only use the Product according to anticipated use of the Product. Specifically, You may not: (a.) create, use, share and/or publish by any means in relation to the Product any material (text, words, images, sounds, videos, etc.) which would constitute a breach of a duty of confidentiality, infringe any intellectual property right or an individual's right to privacy or which would incite the committing of an unlawful act (in

particular, piracy, cracking or circulation of counterfeit software); (b.) modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Product, or their accessibility to other users, or the functioning of the partner networks of the Product, or attempt to do any of the above; (c.) transmit any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Product, and/or organize, participate in or be involved in any way in an attack on Augmind's servers and/or the Product and/or those of its service providers and partners; (d.) harass or threaten any other users in the Product, or try to access other user's system without prior consent; (e.) make inappropriate use of the help or support service or send untruthful reports to members of Augmind's personnel; (f.) fraudulently claim to be an employee or representative of Augmind or its partners and/or agents; (g.) fraudulently claim an endorsement annexed with the Product or with Augmind; and (h.) publish, copy, rent, lease, or lend the Product.

4. Support; Software Updates.

- 4.1. Augmind shall provide technical support for the Software for a period of 1 year. Augmind will provide email support to You for current versions of the Product. Augmind will investigate all of Licensee's questions and problems promptly. Licensee agrees to provide adequate information to Augmind to assist in the investigation and to confirm that any problems have been resolved. Augmind does not provide guaranteed response time but will make good faith effort to answer emails within twenty-four (24) hours or less during weekdays, excluding holidays.
- 4.2. Augmind may, in its sole discretion, from time to time provide Updates to Licensee under this Agreement.
- 4.3. Augmind's obligation to provide Support is contingent upon proper use of the Product and full compliance with this Agreement. Moreover, Augmind shall be under no obligation to provide Support should such services be required due to (a) failure to operate the Product within the systems requirements provided for the Product (b) any modification or attempted modification of the Product by You or any third party or (C) Your failure or refusal to implement Product changes recommended by Augmind.

5. Payment Terms

- 5.1. All fees and other amounts due under this Agreement are non-cancelable and non-refundable. Unless otherwise agreed to by the parties, You shall pay all fees or amounts within 30 days of the date of the invoice. A late fee shall be charged as follows or the highest rate permitted under applicable law: (a) Any payment has been paid after the due date but within 30 days of the due date will incur a 5% penalty. (b) Any payment which has been paid after the due date but after 30 days and no more than 60 days of the due date will incur a 10% penalty. (c) Any payment which has been paid after the due date but after 60 days of the due date will incur a 15% penalty plus an interest rate of 10% APR which is calculated on proportion starting from the due date till the payment is fully paid.
- 5.2. Subscription License payment terms. You agree Your subscription begins as soon as Your initial payment is processed. Your subscription will automatically renew as follows:

- 5.2.1. Monthly Subscription with Monthly Payment. Your subscription will automatically renew on your monthly renewal date without notice until you cancel. You authorize Augmind to store Your payment method(s) and to automatically charge Your payment every month plus VAT until You cancel.
- 5.2.2. Yearly Subscription with Monthly Payment (requires 12 months commitment). You will be charged the then-current rate for your subscription, plus applicable VAT, every month of Your annual subscription until You cancel. You authorize Augmind to store Your payment method(s) and to automatically charge Your payment every month until You cancel.
- 5.2.3. Yearly Subscription with Yearly Payment. You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable Taxes. You authorize Augmind to store Your payment method(s) and to automatically charge Your payment every until You cancel.

6. CONSENT TO USE OF DATA.

- 6.1. The Product (main application and plug-ins) may contact a Augmind server periodically to check for software updates and vulnerability fixes.
- 6.2. The Product may collect usage information (including but not limited to: file name, author, created time, document size, document pages) to support the integrity of features and enhance the quality of the Product. We may also collect Your IP address, device information, operation behavior, and sometimes personally identifiable information when it is reasonably needed for providing necessary services to You, or when You consent to providing such information and only to the extent as allowed by the applicable laws.
- 6.3. You agree that Augmind and its affiliates may collect and use information You provide as a part of any such support services related to the Product. You acknowledge that such use of Your data includes processing and fulfilling Your orders for the Product, improving the Product, and providing information to You about the Product to which You have subscribed or purchased. You acknowledge that Augmind or its affiliates may share Your data with their partners, or suppliers under the applicable laws. You also acknowledge that Augmind or its affiliates may share data that is anonymized and aggregated with third parties. Augmind agrees not to use this information in a form that personally identifies You. Augmind maintains user login information under which Augmind may collect your Augmind product login email only. Collection of this information occurs in accordance with Augmind's privacy policy.

7. Term

- 7.1. The term of this Agreement, shall begin upon execution of this Agreement and end upon the earlier of termination by Augmind as provided herein or upon discontinuation of the Product by Augmind.
- 7.2. You and Augmind (or its licensors) may terminate this Agreement, at any time, for any reason. Termination by Augmind will be effective upon (a) notice to You or (b) at the time of Augmind's decision to discontinue offering and/or supporting the Product. This Agreement will terminate automatically if You fail to comply with any of the terms and conditions of this Agreement. Upon termination for any reason, You must immediately uninstall the Product and destroy all copies of the Product in Your possession.

7.3. Survival. Sections 6, 8, 9, 10, 11 and this Section 7 and all definitions shall survive the termination of this Agreement.

8. Title.

This Agreement is not a sale of the Software or any copy thereof. Licensee acknowledges and agrees that Augmind are the owners of all right, title and interest in and to the Software, including, without limitation, any and all patents, copyrights, trademarks and trade secrets applicable thereto, and Licensee shall neither obtain nor claim any ownership interest therein. Licensee agrees and acknowledges that the Software contains the valuable trade secrets of Augmind, which have been developed over many years, and Licensee shall not obscure, alter or remove any patent, copyright, trademark or other proprietary marking or legend contained on or in the Software. Augmind reserves all rights not expressly granted herein.

9. Warranty Disclaimer

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10. Limitation of Liability

10.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOST OF PROFITS, REVENUE OR DATA, OR OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ARISING OUT OF OR RELATED TO THE SOFTWARE OR DOCUMENTATION OR THE USE THEREOF (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER). FURTHER, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY TO LICENSEE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE FEES PAID TO LICENSOR BY LICENSEE HEREUNDER. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY, EVEN IF LICENSOR HAS BEEN ADVISED, OR IS OTHERWISE AWARE, OF THE POSSIBILITY OF DAMAGES OR IS NEGLIGENT. LICENSEE AND LICENSOR

AGREE THAT THE DISCLAIMERS OF SECTION 10 AND THE LIMITATION OF LIABILITY OF THIS SECTION 11 ARE REASONABLE.

10.2. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS OF SECTIONS 10 AND 11 OF THE LICENSE AGREEMENT MAY NOT APPLY TO LICENSEE. IN SUCH STATES, THE LIABILITY OF LICENSOR SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11. Confidentiality

The Software and Documentation (collectively, "**Confidential Information**") constitute Licensor's proprietary and confidential information, whether or not it is identified in writing as "Confidential." Licensee will not (i) use any such Confidential Information in any way, for its own account or the account of any third party, except as expressly permitted under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees who are required to have access to the Confidential Information in connection with the performance of this Agreement, provided, that such employees are bound by written confidentiality obligations consistent with the terms and conditions of this Section 12. Licensee will not allow any unauthorized person access the Confidential Information, and Licensee will take all action reasonably necessary to protect the confidentiality of such Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized access, use or copying of such Confidential Information. In the event that Licensee is required by law to make any disclosure of any of the Confidential Information, by subpoena, judicial or administrative order or otherwise, Licensee will first give written notice of such requirement to Licensor, and will permit Licensor to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to Licensor in seeking to obtain such protection. Information will not be deemed Confidential Information hereunder to the extent that Licensee can demonstrate that such information: (a) is known to Licensee prior to receipt from Licensor directly or indirectly from a source other than one having an obligation of confidentiality to Licensor; (b) becomes known (independently of disclosure by Licensor) to Licensee directly or indirectly from a source other than one having an obligation of confidentiality to Licensor; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by Licensee. Because the unauthorized access, use, transfer or dissemination of any Confidential Information provided by Licensor to Licensee may diminish substantially the value of such materials and may irreparably harm Licensor, if Licensee breaches the provisions of this Section 12, Licensor will, without limiting its other rights or remedies, be entitled to equitable relief, including but not limited to injunctive relief, without the necessity of posting any bond.

12. Product Security and Protection

Licensee acknowledges that the Software may contain one or more features, security routines or devices, including a license expiration, or time-out, feature, to ensure usage of the Software in accordance with the terms of this Agreement.

Licensee agrees not to disable or otherwise interfere with any such features, security routines or devices. Augmind shall have, at any time, upon reasonable notice, the right to audit Licensee's location to ensure that use of the Software is in conformity with this Agreement. Licensee shall promptly give Augmind access to all information, materials and personnel as may be necessary for Augmind to carry out the audit.

13. Miscellaneous

- 13.1. If any term or condition of this License Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. Further, such provision will be reformed only to the extent necessary to make it enforceable and the term or condition which is held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.
- 13.2. Nothing in this License Agreement shall be construed to place the parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties. Neither party will represent to the contrary, either expressly, implicitly or otherwise.
- 13.3. All disputes, claims or controversies arising out of this License Agreement, are governed by and construed in accordance with the internal laws of the State of Israel without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of Israel. Any legal suit, action or proceeding arising out of the Terms will be instituted in the courts of Israel, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded and shall not apply.
- 13.4. Licensee may not assign this License Agreement without the prior written consent of Licensor. Any purported assignment in contravention of this section is null and void.
- 13.5. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy or supplies, war, terrorism, riot, or acts of God
- 13.6. Licensee acknowledges that portions of the Software may be subject to export or import regulations in Israel, the U.S. or other countries. Licensee agrees to comply strictly with all such laws and regulations.
- 13.7. This License Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and it supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. This License Agreement may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of both parties. Failure or delay by either party to enforce any provision of this License Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 13.8. Discontinuing or Modifying Services. You acknowledge that Augmind has the right to discontinue the manufacture and development of any of the

Product and the support for that Product, in its sole discretion at any time, including the distribution of older Product versions. Notwithstanding the foregoing, if Augmind discontinues the manufacture and support for a particular Product, Support for any remaining Products covered by this Agreement shall not be adversely affected. Augmind reserves the right to alter the Support, in its sole discretion.

- 13.9. You are solely responsible for any damage caused to Augmind, its licensors, channel partners and associated service providers and subcontractors, other users of the product or any other individual or legal entity as a result of Your violation of this Agreement.
- 13.10. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND KEEP INDEMNIFIED AUGMIND AND ITS AFFILIATES, THEIR LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS AND THEIR SUBCONTRACTORS AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS AGREEMENT OR (B) YOUR USE OR MISUSE OF THE PRODUCT. AUGMIND RESERVES THE RIGHT TO TAKE SOLE RESPONSIBILITY, AT ITS OWN EXPENSE, FOR CONDUCTING THE DEFENSE OF ANY CLAIM FOR WHICH YOU AGREED TO INDEMNIFY AUGMIND. THE PROVISIONS OF THIS SECTION 13.10 SHALL REMAIN IN FORCE AFTER TERMINATION OF THIS AGREEMENT.
- 13.11. Augmind may revise this Agreement from time to time in accordance with the law. Augmind will notify You of any material changes to this Agreement by posting them on Augmind website.
- 13.12. Any notice of communication from one party to the other will be by email, addressed to Licensor at [info@augmind.me and yuval@augmind.me] and to Licensee at the address on the Order or Website Form, or such other address as either party may from time to time designate in writing to the other party.