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1. License grant and restrictions.

- 1.1 **The Software.** The commercial Software is proprietary software provided to you in binary executable form for the regular and standard purposes the Software was designed for, all in accordance with the terms set forth in this Agreement. The term "Software" includes the Software and its binary code, compilation of data, or visual display resulting from the operation of the Software, and any associated materials, equipment, systems, specifications and documentation.
- 1.2 **License.** Subject to the terms and conditions of this Agreement, the Company hereby grants you, and you accept, a limited, non-exclusive, non-sublicensable, non-transferable and fully revocable license to use the Software solely for your internal business purposes and solely in binary form, all in accordance with the terms contained in this Agreement and in accordance with the Software's documentation. All other rights in the Software are expressly reserved by the Company. Unless otherwise indicated in the purchase order (the "Order"), the license hereunder is a term license and will be valid as long as your subscription is paid for.
- 1.3 **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of the Company you agree not to, directly or indirectly: (i) use, modify, incorporate into or with other software, or create a derivative work of any part of the Software; (ii) sell, resell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this Agreement with or to anyone else; (iii) copy, distribute, publish or reproduce the Software; (iv) use or permit the Software to be use to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express authorization of the Company; (v) disclose, publish or otherwise make publicly available the results of any benchmarking of the Software, or use such results for your own competing software development activities; (vi) modify, disassemble, decompile, reverse engineer, revise or enhance the Software or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Software, except to the extent otherwise permitted under applicable law, in the jurisdiction of use, notwithstanding this prohibition; (vii) remove or otherwise alter any of the Company's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to the Software as delivered to you; (viii) ship, transfer or export the Software into any country, or make available or use the Software in any manner which is in violation of applicable export control laws, restrictions or regulations; (ix) transfer or otherwise make available to the Company any Personal Data (as further detailed below); and/or (x) disclose, provide or otherwise make available trade secrets contained within the Software and related documentation in any form to any third party without the prior written consent of the Company. You shall implement reasonable security measures to protect such trade secrets.
- 1.4 **Lawful Use:** You hereby declare and agree that you shall only use the Software in a manner that complies with all applicable laws in the jurisdiction in which you use the Software, including, but not limited to, applicable restrictions

concerning the protection of privacy and intellectual property including copyrights and any other intellectual property rights. The Software should be installed in accordance with the instructions of the Company and in accordance with the instructions set forth in the Software's documentation.

- 1.5 **Affiliates.** If you purchase the right to use the Software by your Affiliate (as defined below), you shall: (i) provide each such Affiliate with a copy of this Agreement; (ii) ensure that each such Affiliate complies with the terms and conditions therein; and (iii) be responsible for any breach of these terms and conditions by any such Affiliate. For purposes of this Agreement, "**Affiliate**" means any entity that Controls, is Controlled by, or is under common Control with you, where "**Control**" means ownership, directly or indirectly, of 50% or more of the voting interest.
2. **Consideration.** The consideration for the license granted hereunder, will be in accordance with the payment model specified in the Order. Unless otherwise specified in the executed Order, (i) you will pay all amounts due under this Agreement in U.S. Dollars, and (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice. All amounts payable under this Agreement are exclusive of sales, use, value-added, withholding, and other taxes and duties. You shall pay all taxes and duties assessed in connection with this Agreement by any authority, except for taxes payable on Company's net income. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, you shall gross-up the payment under this Agreement by such amount to ensure that after such withholding or deduction the Company shall receive an amount equal to the payment otherwise required. Except as provided in this Agreement, fees are non-refundable and non-cancelable. Payments which are not received when due shall bear interest on the outstanding amount at the lower of the maximum rate permitted by law or 1½% per month commencing with the date the payment was due. Software will be installed and delivered to you by Company to the address as specified in the Order. Applicable delivery charges will be included in an invoice to you unless otherwise stated in the Order. You shall reimburse the Company for all reasonable pre-approved travel and out-of-pocket expenses incurred in connection with this Agreement including, but not limited to, the installation of the Software.
3. **Title & Ownership.** The Software and the related documentation are licensed and not sold. The Company and its licensors are and shall retain all right, interest and ownership in and to the Software and the related documentation, including without limitation in and to any and all intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Software. This Agreement does not convey to you an interest in or to the Software but only a limited revocable right to use the Software in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights under any law. If you contact the Company with feedback data (e.g., questions, comments, suggestions or the like) regarding the Software (collectively, "**Feedback**"), such Feedback shall be deemed non-confidential, and the Company shall have a non-exclusive, worldwide royalty-free and perpetual license to use or incorporate such Feedback into the Software and/or other current or future products or services of the Company (without your approval and without further compensation to you).
4. **Limited Warranty, Exclusions and Disclaimers.**
 - 4.1 **Limited Warranty.** Subject to the limitations and conditions set forth in the Agreement, the Company represents and warrants that commencing from the date the Software is delivered to you and during the term of the license, under normal authorized use, the Software shall perform in substantial conformance with its documentation. As your sole and exclusive remedy and the Company's sole liability for breach of this warranty during the abovementioned period, the Company shall, upon your written notice, repair the Software.
 - 4.2 **Exclusions.** The warranty set forth above shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than the Company's authorized third parties; (ii) accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Software's manuals, specifications or documentation; (iv) the combination of the Software with equipment or software not authorized or provided by the Company or otherwise approved by the Company in the Software's manuals, specifications or documentation; or (v) the Software being licensed for beta evaluation, testing or demonstration purposes.
 - 4.3 **Disclaimers.** OTHER THAN AS EXPLICITLY STATED UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE SOFTWARE'S OPERATION WILL BE SECURE,

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5. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (A) THE COMPANY OR ITS SUPPLIERS AND/OR LICENSORS SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE INSTALLATION OF THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY THE COMPANY (IF ANY) AND/OR ANY USE OF OR INABILITY TO USE THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY THE COMPANY (IF ANY), EVEN IF THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO THE COMPANY FOR THE SOFTWARE, IF ANY, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
6. **Third Party Software.** The Software is based on software which is developed and owned by the Company and/or its licensors. The Software may use or include third party software, files and components that are subject to open source and third party license terms. A list of third party components that are subject to licenses that require certain notifications to be made ("**Third Party Components**") is available in the Software or its documentation and may be updated from time to time by Company. Your right to use such Third Party Components as part of, or in connection with the Software is subject to any applicable acknowledgements and license terms accompanying such Third Party Components contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and this Agreement, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. Such Third Party Components are provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. You hereby agree to such terms associated with the Third Party Components. Under no circumstances shall the Software or any portion thereof (except for the Third Party Components contained therein) be deemed "open source" or "publicly available" software.

The licenses of certain Third Party Components may require the provision of the source code of these Third Party Components. With respect to any licenses of Third Party Components that require the provision of the open source code of these Components, the Company will provide you and any third party, during a period set forth by each such license, for a charge of no more than Company's cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, on a medium customarily used for software interchange. For that purpose, you should contact the Company at: oren@kryonsystems.com .
7. **Anonymous Data.** The Software may generate certain non-identifiable, aggregated and analytics information related to its operation and use which does not include any personally identifiable information of yourself or of other users (the "**Anonymous Data**"). Such Anonymous Data may include information related to scripts, test data and search terms. You

acknowledge that the Company may collect, process, disclose, publish and use in any other manner such Anonymous Data in order to provide and improve the Company's products and services and for any other legitimate business purposes. The Company is and shall remain the exclusive owner of the Anonymous Data. For the avoidance of doubt, the Company's Software and related services do not require the Company to process, access or use any personally identifiable information or other data protected under applicable privacy laws (the "**Personal Data**"). Therefore, you hereby represent and warrant that (i) you will not transfer or otherwise make available to the Company any Personal Data, and (ii) you have obtained all applicable permits, authorizations and/or consents as to allow the Software's operation and functionality on your systems in accordance with the terms of this Agreement. In order to avoid any processing of Personal Data by the Company, it is hereby clarified that any support services that may be required with respect to the Software shall be performed by the Company only on your premises.

8. **Indemnification.**

8.1 Company acknowledges and agrees to defend, at its expense, any third party action or suit brought against you alleging that the Software licensed to you hereunder infringes intellectual property rights held by any third party ("**IP Infringement Claim**"), and the Company will pay any damages awarded in final judgment of a competent court against you that are attributable to any such claim; provided that (i) you notify the Company promptly in writing of such claim; and (ii) you will grant the Company sole authority to handle the defense or settlement of any such claim, suit or proceeding and will provide the Company with all reasonable information and assistance, at Company's expense. The Company will not be bound by any settlement that you enter into without the Company's prior written consent. If the Software becomes, or in the Company's opinion is likely to become, the subject of an IP Infringement Claim, then the Company may, at its sole option and expense (a) procure for you the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite the Company's reasonable efforts, the Company may accept return of the Software and provide you with a prorated refund based on the remaining license period. Notwithstanding the foregoing, the Company shall have no responsibility for IP Infringement Claim resulting from or based on: (i) modifications to the Software made by a party other than the Company or its designee; (ii) your failure to use updated or modified Software provided by the Company specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied or authorized by the Company or not in accordance with the Company's instructions. **THE FOREGOING TERMS STATE THE COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.**

8.2 You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your unauthorized use of the Software; and/or (ii) your violation of any term of this Agreement.

9. **Term; Termination.** This Agreement is effective upon downloading, installing, operating or otherwise using the Software. This Agreement will remain in force until terminated in accordance with this Agreement. If you have obtained a subscription to the Software, this Agreement will remain in effect as long as such subscription is paid for. The Company may terminate this Agreement immediately without notice if you fail to comply with or breach any provision of this Agreement. You may terminate this Agreement at any time. Upon termination of this Agreement: (i) the license granted to you in this Agreement shall expire and you, upon termination, shall discontinue all further use of the Software; (ii) you shall promptly remove the Software from all hard drives, networks and other storage media and destroy all copies of the Software in your possession or under your control. Upon the Company's request you shall within three (3) days certify destruction of, all full or partial copies of the Software, documentation and related materials provided to you by the Company or on its behalf; and (iii) any sums paid by you until the date of termination are non-refundable, and you shall not be relieved of your duty to discharge in full all due sums owed by you to the Company under this Agreement, which sums shall become immediately due and payable on the date of termination of the Agreement. Sections 3-9 and 12 shall survive any termination of this Agreement.

10. **Maintenance and Support.** During the term of the license period, the Company will provide, at no additional cost, support and maintenance services subject to the terms and conditions specified in the Company's Service Level Agreement, attached hereto as Exhibit A.

11. **Reference Customer.** You agree that Company may identify you as a user of the Software and use your trademark and/or

logo (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by Company on Company's website and other promotional channels for promotional purposes.

12. **Miscellaneous.** This Agreement shall be governed by the laws of the State of New York, United States of America, without regard to that state's conflicts of laws rules. All disputes arising under or relating to this Agreement shall be resolved exclusively in the appropriate court sitting in the State of New York, United States of America. This Agreement represents the complete agreement concerning the license granted herein and the subject matter hereof. The Company may, at its sole discretion, change the terms contained herein by providing you a written notice. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. You may not assign your rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights and/or obligations under this Agreement without restriction or notification.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

KRYON SYSTEMS LTD.

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
THE KRYON PLATFORM STANDARD MAINTENANCE & SERVICE LEVEL AGREEMENT

1. Introduction and Definitions

This document defines Kryon's policies, definitions, and responsibilities with regard to Kryon's **Standard Support and Maintenance** offering only.

Support refers to Kryon's responsibilities to address questions and issues related to any of the Kryon platform components (i.e. Unattended Robot, Attended Robot, Studio, etc.) or their products (i.e. Wizards). Support is available for customers who purchased licenses and for the versions supported (GA version and one major release before that. For example, if the current GA version is 3.X, then customers are entitled to support on versions 2.X and 3.X. Customers utilizing older versions will need to upgrade their version in order to get support).

Kryon cannot guarantee proper functionality or adequate performance of the platform when it is installed on hardware that does not meet the platform's minimal prerequisites. Support in such a case will be limited.

Maintenance refers to customer rights to receive bug fixes and version upgrades for the product purchased.

2. Support Hours and Channels

Standard Support is provided via email and during regular business hours, Eastern Standard Time. Remote access to customer environment (i.e. using screen-sharing technology such as WebEx/AT&T Connect etc.) is required for proper support. If remote access is not available, supplier will not be responsible for any delay caused to the initial response time and time resolution.

2.1 Support Hours

Support hours are Monday through Friday; 9:00am to 6:00pm.

2.2 Support Channels

Please send all support emails to support@kryonsystems.com.

3. Severity Levels and Expected Response Time

Kryon will make its best effort to address any support call immediately and professionally. However, Kryon guarantees a specific response time according to the severity of the reported issue. The following table defines the severity levels and the maximum response times guaranteed by the Kryon support team:

Severity Level	Definition	Initial Response Time	Time to Resolution (*)
1	An emergency situation , in which the primary system (i.e. the system supported by Kryon) produces materially incorrect results, fails catastrophically or is otherwise rendered inoperable and in which all or multiple end users (two or more) simultaneously experience the same failure and the problem is caused directly or indirectly by Kryon's platform, and Kryon's platform cannot be terminated or shut down.	Up to 3 business hours	Up to 1 business day

Severity Level	Definition	Initial Response Time	Time to Resolution (*)
2	Some elements or components of the service, affecting a single or multiple end users simultaneously, are inoperative resulting in loss of data, functionality or degraded performance, but where a temporary workaround is available (such as terminating the service).	Up to 8 business hours	Up to 5 Business Days
3	All other service-impacting events, which carry less significance than Severity 1 or 2.	Up to 48 business hours	Up to 10 Business Days
4	All non-service-impacting issues such as documentation or product enhancement requests, questions, etc.	Up to 5 business days	NA

* **Time to Resolution:** The time it takes Kryon to present a resolution or a **plan for resolution** in order to solve the reported issue.

4. Maintenance

During the term of the license period Kryon customers are entitled to free version upgrades (Additional fees may apply for new features).

The Kryon version release policy includes:

- Major version upgrades may include significant capabilities or feature enhancements. Major upgrades also include accumulated bug fixes. Major upgrade refers to the number to the left of the decimal point in the product version number structure. For example the X in version X.Y
- Minor version upgrades include aggregated bug fixes and/or minor functionality enhancements. Minor upgrades refer to the first digit to the right of the decimal point in the product version number structure. For example the Y in version X.Y
- Customers may decide if and when to upgrade their platform version to the current GA version. Support will not be available for customers using versions that are older than one major version before the current GA version.
