

TERMS OF USE

PLEASE READ THESE TERMS OF USE ("**AGREEMENT**") CAREFULLY BEFORE INSTALLING THE SOFTWARE (DEFINED BELOW). THIS AGREEMENT CONSISTS OF THE TERMS AND CONDITIONS WHICH GOVERN YOUR ("**END USER**"), ACCESS TO AND USE OF KRYON SYSTEMS LTD.'s ("**COMPANY**") SOFTWARE (AS DEFINED BELOW) AND CONSTITUTES A BINDING AGREEMENT BETWEEN END USER AND COMPANY. BY CLICKING ITS ACCEPTANCE OR DOWNLOADING OR USING THE SOFTWARE IN ANY WAY OR MANNER, END USER AGREES TO BE BOUND BY THIS AGREEMENT.

IF END USER DOES NOT AGREE TO THIS AGREEMENT, END USER SHOULD NOT DOWNLOAD OR USE THE SOFTWARE AND IMMEDIATELY DESTROY ALL OF THE COPIES OF THE SOFTWARE IN ITS POSSESSION OR UNDER ITS CONTROL.

1. **Definitions.** For purposes of this Agreement, the following capitalized terms shall have the following meaning:

- 1.1. "**Documentation**" means all written materials that are provided by the Company and are related to the Software.
- 1.2. "**Purpose**" means internally evaluating and testing the performance of the Software for the potential purchase of a license to the Software by the End User.
- 1.3. "**Services**" support services provided in accordance with Company's general policies and at Company's sole discretion.
- 1.4. "**Software**" means Company's proprietary Robotic Process Automation software in object code and the Documentation.

2. **Beta-License; Permitted Use.**

2.1. **License.** Subject to the terms and conditions of this Agreement, Company hereby grants End User a limited, non-exclusive, non-sublicensable, revocable, non-transferable right to install, use, test and evaluate the Software, during the Term (as defined below), solely for the Purpose and in a proper manner strictly in accordance with the Documentation, subject to End User's compliance with any and all of the terms and conditions set forth in this Agreement, and in accordance with any applicable law, including any data privacy laws.

2.2. **Evaluation Results.** End User will promptly provide Company with the results of its use and evaluation of the Software, including any defects, errors or problems and any information necessary for Company to evaluate such defects, errors or problems including with respect to usage made of the Software, performance benchmarks, problems, including without limitation all errors, failures and bugs. The End User shall also notify Company of any error, bug or any unimplemented error corrections or workarounds that End User believes may improve the functionality and/or the operation of the Software.

2.3. **Restrictions on Use.** Except as expressly permitted by this Agreement, End User shall not, nor shall it permit anyone else to, directly or indirectly (i) copy, reverse engineer, decompile or disassemble the Software or any part of it or otherwise attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Software; (ii) modify, convert, alter, change, manipulate, divide, part or revise the Software, or any part thereof; (iii) delete or in any manner remove or alter Company's trade names, copyrights, trademarks, service marks, logos, domain names and other distinctive brand features and notices, fixed, incorporated, included or attached to the Software; (iv) export the Software in violation of export administration regulations of the United States or any other country; (v) use the Software for any purpose other than for the Purpose; (vi) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce limitations on use of the Software; (vii) use the Software in any other unlawful manner or in any manner not expressly authorized under this Agreement; and (viii) assign, sublicense, resell, transfer, distribute, pledge, loan, lease, market, rent or use the Software in any service bureau arrangement, facility management or third party training, or otherwise share Company's rights under this Agreement to any third party. This Agreement shall automatically terminate (subject to the survival provisions hereunder) upon occurrence of any of the events set forth in this [Section 2.3](#) and any attempt to do any such events will be considered void and of no effect and will make available to Company legal remedies.

2.4. **Warranty Disclaimer.** THE SOFTWARE AND SERVICES ARE PROVIDED FOR END USER'S TEMPORARY EVALUATION "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET END USER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. COMPANY ASSUMES NO LIABILITY FOR END USER'S USE OF THE SOFTWARE, AND END USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE IS AT END USER'S OWN RISK. COMPANY DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, REPORTS, INFORMATION, OR THE RESULTS THAT END USER OBTAINS THROUGH THE USE OF THE SERVICES (COLLECTIVELY, "**REPORTS**"), OR THAT THE REPORTS ARE COMPLETE.

2.5. **Limitation of Liability.** COMPANY, ITS LICENSORS AND AFFILIATES SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, TO END USER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT OR INDIRECT LOSS OR DAMAGES OF ANY KIND (INCLUDING FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, ETC.) SUFFERED BY ANY PERSON, ARISING FROM, RELATED WITH, AND/OR CONNECTED TO, ANY USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INASMUCH AS SOME JURISDICTIONS

DO NOT ALLOW EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

3. Confidential Information. Either Party (“**Recipient**”) may have access to Confidential Information of the other Party (“**Discloser**”), and shall take reasonable measures, at least as protective as those taken to protect its own Confidential Information, but in no event less than reasonable care, to protect the Discloser’s Confidential Information from disclosure to a third party. Recipient shall not use or disclose the Confidential Information of the Discloser except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the Discloser. “**Confidential Information**” shall include for Company, certain non-public and/or proprietary information of the Company, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how or business of the Company, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive.

4. Ownership. Company owns and/or has all the rights and licenses, and shall retain all such right, title and interest, including all intellectual property rights related thereto (including all updates, upgrades, modifications, and developments thereof embodied therein), evidenced by and/or embodied in and/or attached and/or connected and/or related to the Software and any and all derivative works thereof. Any intellectual property developed in connection with this Agreement, including without limitation any test or evaluation results obtained, is and shall remain owned solely by the Company or its licensors. This Agreement does not convey to the End User any interest in or to the Software but only, as abovementioned, a limited revocable license to use the Software for the Purpose, during the Term, 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 the End User contacts the Company with feedback data (e.g., questions, comments, suggestions or the like) regarding the Software (collectively, “**Feedback**”), such Feedback shall be deemed to be non-confidential, and the Company shall have a non-exclusive, royalty-free, worldwide, perpetual license to use or incorporate into the Company’s products (including, without limitation, the Software) any such Feedback.

5. Term; Termination.

5.1. **Term.** This Agreement shall commence upon the installation of the Software and shall continue indefinitely, unless terminated by either Party. (the “**Term**”). The Company may terminate this Agreement immediately upon a breach hereof of the End User. The provisions of Sections 1, 2.3-2.5, and 4-13 shall survive the termination or expiration of this Agreement.

5.2. **Effect of Termination.** Upon the expiration or termination of this Agreement, End User must: (i) immediately discontinue all access and use of the Software, and promptly, but in any event no later than three (3) days thereafter, permanently delete all copies of the Software in End User’s or any of its representatives’ possession or control.

6. Relationship of the Parties. The relationship of Company and End User established by this Agreement is of licensor and licensee, each to constitute an independent contractor. Nothing in this Agreement shall be construed to give either Party the power to direct or control the daily activities of the other Party, or to constitute the Parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking. The Parties understand and agree that, except as specifically provided in this Agreement, neither Party grants the other Party the power or authority to make or give any agreement, statement, representation, warranty, or other commitment on behalf of the other Party, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of the other Party, or to transfer, release, or waive any right, title, or interest of the other Party.

7. Indemnification. The End User agrees 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 any use of the Software not in accordance with the provisions of this Agreement. The Company will indemnify and hold End User harmless from and against any losses, damages, or liability, including attorneys’ fees, associated with a claim that the Software or the Services infringe, violate or misappropriate the intellectual property rights of any third party, provided that The Company shall not be liable for any claims caused by unauthorized use, or misuse, of the Software by you, or any use of the Software by you in a manner other than as prescribed in this Agreement or the documentation provided by the Company.

8. Assignment. This Agreement may not be assigned by the End User without the prior written consent of the Company. The Company may assign this Agreement at its sole discretion and without the consent of the End User.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the rules regarding conflict of law. The Parties consent to the exclusive jurisdiction of the courts of New York City, with respect to any disputes arising out of or relating to this Agreement. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any jurisdiction in order to protect its intellectual property rights.

10. Severability; No Waiver. If any provision or provisions of this Agreement are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. No waiver, alteration or modification of the provisions of this Agreement will be valid unless made in writing and signed by both Parties.

11. Entire Agreement. This Agreement constitutes the complete, final and exclusive statement of the agreement between Company and End User, which supersedes all proposals or agreements, oral or written, and all other communications between the Parties relating to the subject matter hereof. This Agreement may not be assigned, sub-licensed, or otherwise transferred by End User without Company’s prior written consent.