

USER LICENSE AGREEMENT FOR NIMBUS

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE LICENSED PRODUCT AND/OR ANY RELATED SERVICES, THE CUSTOMER AGREES TO AND CONSENTS TO BE BOUND BY AND BECOME A PARTY TO THIS USER LICENSE AGREEMENT, WHICH APPLIES TO ANY AND ALL USE OF THE LICENSED PRODUCT, INCLUDING ANY FREE SUBSCRIPTION.

1. DEFINITIONS.

1.1 "**Cogniteam**" means Cogniteam Ltd., an Israeli corporation with offices at 31 Hashachar St. Kfar Saba, 44376, Israel.

1.2 "**Customer**" means the subscribed entity to whom the Licensed Product was made available. If the subscription is made on behalf of an entity, the subscriber represents that he has the legal authority to bind, and do hereby bind, that entity to these user License Agreement. The subscription is prohibited for any person and/or entity that is listed on any U.S. Government Denied Party/Person List or that is otherwise barred from using such service under the laws or treaties of any country, including international laws. You may not use the Service if you are or represent

1.3 "**Confidential Information**" means any information, except as excluded below that is obtained from the other party in the course of, or in connection with the Licensed Product. Cogniteam's Confidential Information includes Intellectual Property Rights owned by Cogniteam, including any information included in the Licensed Product. The Customer's Confidential Information includes the Related System Data as well as any content and information owned, held, used or created by the Customer, or on the Customer's behalf, that is collected or stored using the Licensed Product; The following types of information are explicitly excluded and shall not be considered Confidential Information for the purposes of this User License Agreement: 1) any information which is or becomes part of the public domain otherwise than through breach of this User License Agreement by the receiving party; 2) any information which has been known to the receiving party prior to it being disclosed; 3) any information which subsequently comes lawfully into the possession of the receiving party from a third party; 4) any information which is required to be disclosed by law or any court of competent jurisdiction, any governmental, official or regulatory authority or any binding judgment, order or requirement of any other competent authority; 5) any information which is independently developed by the Receiving Party without reference to the disclosing Party's Confidential Information; 6) any general ideas, concepts, know-how, methodologies, processes, technologies, or techniques retained in the unaided mental impressions of receiving Party's personnel (Residual Information), provided that in doing so such party does not infringe the intellectual property rights of the disclosing party.

1.4 "**Customer's System**" means the electronic information systems including hardware, devices, equipment (including robotic equipment and related accessories), software, peripherals and communications networks owned, controlled, operated or used by the Customer (other than the Licensed Product);

1.5 "**Intellectual Property Rights**" means patent rights, copyrights, trademarks, service marks, trade names, trade secrets and all intellectual property rights in inventions, improvements, designs, ideas, concepts, innovations, original works of authorship, formulas, techniques, know-how, methods, systems, processes, compositions of matter, computer software programs, databases, as well as any related or underlying ideas, and any applications for, registrations of and substitutions, continuations, extensions, renewals and re-issuance of any of the foregoing, and the rights therein and related material and documentation.

1.6 "**Licensed Product**" means the Nimbus Agent, the Nimbus Cloud, the Nimbus Hub and their applicable documentation which were created by Cogniteam as a platform for developing, executing, managing, controlling, analyzing, optimizing and improving the performance and efficiency of Robots and/or fleet of Robots, including any complementary services.. For the avoidance of doubt, it is clarified that all Cogniteam's future developments and/or derivative works of the Licensed Product shall be considered an integral part of the Licensed Product, unless explicitly excluded in writing by Cogniteam.

1.7 "**Nimbus Agent**" - means a device consisting of a CLI user interface and a daemon service, which enables executing and monitoring Configurations (created by the user or forked from the NimbusHub and deployed on the robot), monitoring the HW components, installing drivers, recording sensory data and streaming information to and from the Nimbus Cloud. It is the primary way for Robots interactions with the Nimbus Cloud. The Nimbus Agent was developed by Cogniteam using libraries with the following licenses [BSD](#), [MIT](#), [Apache V2](#) and is subject to this User License Agreement as well as to their licenses .

1.8 "**Nimbus Cloud**" – means a service provided by Cogniteam (through a public cloud services provider) as a complementary service to the Licensed Product, in order to enable the Customer to connect to his robots, develop, manage, control, monitor, deploy software and stored data. Nimbus Cloud is operated through a public cloud provider and is subject to the provider's terms of use (for more information please contact support@cogniteam.com). Cogniteam may change, from time to time and upon its sole discretion its public cloud provider

1.9 "**Nimbus Hub**" – mean the Licensed Product library, which enables the Customer to download additional complementary open-source software and/or optional third-party applications which the Customer may choose to use and are subject to separate additional terms of use. To review such terms of use please visit the [Nimbus Hub](#).

1.10 "**License Fees**" – means the monthly subscription fees to be paid by the Customer for use of the Licensed Product on one (1) specific Robot, according to the type of License chosen by the Customer (Free, Entry, Pro or Enterprise).

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1.11 **"Robot"** – means a reprogrammable, multifunctional autonomous or semi-autonomous unit or system of units consisting of a controller, storage device, computational and interface hardware designed for the performance of tasks or actions and/or processing of information used by the Customer, including Internet of Things (IOT) devices.

1.12 **"Related System Data"** - means the data transmitted, stored and/or collected by Cogniteam in connection with the overall functioning of the Robot, for the purposes of facilitating diagnostics, failure modeling, prediction, real-time analytics, visualization etc', including, but not limited to, data generated as a result of the routine monitoring of Robot conditions and applicable sensors, recording of key events during a malfunction or operational anomalies, implementing remote updates and fixes, etc'.

1.13 **"User Content"** – means any content including, without limitation, data files, text, articles, documents, computer software or code, music, images, audiovisual works, informational materials and any user comments submitted, posted, transmitted or shared by the Customer and other users on or through the Licensed Product.

2. INTELLECTUAL PROPERTY RIGHTS, LICENSE AND ADDITIONAL SERVICES.

2.1 All legal rights, title and interest in and to the Licensed Product, including its visual interfaces, graphics, designs, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, images, and all other elements of belong and shall continue to belong to Cogniteam, except for some IP rights in some specific identified open source in the Nimbus Agent as detailed above in the "Nimbus Agent" definition and/or some specific identified software modules, as shown at [the Nimbus Hub](#).

2.2 Cogniteam represents and warrants that the Licensed Product was created solely and exclusively by it and that it retains all rights and title therein, subject to the clarification in section 2.1 above.

2.3 **Each Licensed Product grants the Customer with a worldwide, non-exclusive license to use the Licensed Product in connection with one (1) dedicated robot ("the License"), all provided that:**

a. The Customer has lawfully obtained the Licensed Product and complies with the terms of this User License Agreement, as well as with the terms of use of any applicable open source and/or third-party materials he chooses to use, including the payment of any applicable License Fees;

b. The Customer ensures that anyone who uses the Licensed Product (accessed either locally or remotely) 1) does so only on Customer's behalf and 2) complies with the terms of this User License Agreement;

c. **The Customer does not** 1) use, or modify the Licensed Product except as expressly permitted in this User License Agreement; 2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Licensed Product, except as expressly permitted by law without the possibility of contractual waiver; or 3) copy, assign, transfer, sublicense, rent, or lease the Licensed Product or any part of its rights under this License ; or 4) use the Licensed Product for any purpose which is forbidden according to any applicable law including for any military purposes. For the avoidance of doubt, it is clarified that the above restrictions apply also to any access (or attempt to access) the administrative interface of the Licensed Product, other than through the interface provided by Cogniteam.

2.4 Based on the type of License acquired by the Customer (Free, Entry, Pro or Enterprise) the Customer shall be provided with the applicable storage capacity and bandwidth, within the limits included in the applicable License. Cogniteam shall provide the Customer with a notice before it reaches the limits of the storage capacity and/or bandwidth so that the Customer shall be able to upgrade its type of license as well as the storage capacity and bandwidth, subject to the payment of the applicable License Fees.

2.5 This License does not include the right to use any third Party's software module and/or component which may require a separate license, including any open source which are subject to separate license agreements and/or separate payment, as shown in the "Nimbus agent" description and in the [Nimbus Hub](#).

2.6 The Customer ensures that he will not use the Licensed Product or any complementary services to access any product or service in a manner that violates this User License Agreement or other terms and conditions for use of such product or service and/or in order to violate the legal rights (such as rights of privacy and publicity) of others. 2.7 All rights not expressly granted herein are expressly preserved and retained by Cogniteam and/or the applicable third parties.

3. TERM AND TERMINATION.

3.1 The term of the License will commence on the date the subscription is purchased and shall continue, on a monthly basis, until terminated pursuant to this User License Agreement (the **"Term"**).

3.2 The Customer may terminate the License by providing Cogniteam with at least three (3) working days prior notice. However, any termination during a current month of subscription shall not entitle the customer with any License Fees' refund and the Customer billing shall be cancelled only as of the next month of subscription.

3.3 Cogniteam may immediately terminate the License if Customer fails to comply with any of the terms of this User License Agreement including without limitation any payments obligations, by providing the Customer with a written termination notice.

3.4 Subscription Fees will not be prorated upon cancellation and/or termination for any reason and all fees paid through the date of termination are nonrefundable.

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3.5 If the License is terminated for any reason, Customer agrees to promptly discontinue the use of and destroy all copies of the Licensed Product.

3.6 Upon any termination or expiration of this User License Agreement, ANY INFORMATION (INCLUDING CUSTOMER AND/OR USER CONTENT) THAT YOU CUSTOMER POSTED OR SUBMITTED ON OR THROUGH THE LICENSED PRODUCT OR THAT WHICH IS RELATED TO CUSTOMER'S ACCOUNT MAY NO LONGER BE ACCESSED BY THE CUSTOMER and Cogniteam will have no obligation to maintain any such information in its databases or to forward any such information to the Customer or any third party. Customer is solely responsible for retrieving his Customer and/or User Content from prior to termination of his account for any reason, provided that if Cogniteam terminates this user License Agreement, it will provide the Customer with a reasonable opportunity to retrieve his User Content. 3.6 Any terms of this User License Agreement that by their nature extend beyond its termination remain in effect until fulfilled.

4. CUSTOMER RESPONSIBILITIES.

4.1 The Customer shall be responsible for retaining the Related System Data and all such information and/or data as the Customer shall require for accessing and using the Licensed Product and shall maintain a separate back-up copy of all such data necessary for its purpose. Cogniteam shall take standard industry measures to back up its systems, for its own purposes.,.

4.2 Customer is solely responsible for all content and applications, including any applicable third-party content or applications used or uploaded by the Customer ("**Customer Content**"). Customer retains all right, title and interest in Customer Content which shall not be deemed part of the Licensed Product. Customer acknowledges that Cogniteam does not assume and should not be exposed to any Customer's risks & liabilities including without limitations ant business and/or operational risks associated with Customer Content.

4.3 The Customer is responsible for ensuring that it has suitable internet connectivity, and computer hardware available on which the Licensed Product can be installed.

4.4 The Customer will apply appropriate security and control measures, use reasonable endeavors to ensure that no unauthorized person will gain access to the Licensed Product through the Customer's account and will notify Cogniteam immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

4.5 The Customer will comply with all applicable privacy laws in respect of any personal information it collects or otherwise obtains as a result of its use of the Licensed Product.

4.6 The Customer will comply with all applicable laws in connection with its use of the Licensed Product, including those related to privacy and must not use the Licensed Product for any purpose prohibited by law and/or that is unlawful, illegal, fraudulent or harmful and/or in order to distribute, view or create any material that may be offensive, obscene, illegal or unlawful;

4.6 The Customer will take all necessary steps, in order to ensure that, in using the Licensed Product, no act or omission by it, its officers, employees, agents, contractors or others under its control causes a hazard or harm to any person and/or entity;

4.7 The Customer will pay the applicable License Fees to Cogniteam (unless he was specifically provided with a limited free License), including any applicable tax, on a recurring monthly basis. The Customer expressly authorizes Cogniteam to charge the applicable recurring License Fees pursuant to the authorized payment method provided by the Customer. To the extent Cogniteam is required to collect any tax, the applicable tax will be added to Customer's billing account. The License Fees payment will be executed, on a monthly basis, through a credit card on or before each month of subscription. If the Customer fails to pay an amount that is due and payable under this User License Agreement, Cogniteam may terminate its License on at least 30 days written notice to the Customer; Customer acknowledges that Cogniteam may increase the License Fees by providing at least 30 days' prior written notice to the Customer.

4.8 The Customer is fully aware that the use of any open source and/or third Party's software module and/or component is subject to separate license agreement, as shown at [the Nimbus Hub](#) and that the use of such open source and/or third Party's software module and/or component are optional and on customer's sole responsibility.

4.9 The Customer agrees that its use of the Licensed Product is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Cognitem or any third party regarding future functionality or features of the Licensed Product.

4.10 The Customer is fully aware that assets in the Nimbus Hub are community-based software that include licensing information which Cogniteam cannot verify and are shown as provided. **It is the Customer responsibility to ensure that any use of software from the Nimbus Hub complies with any relevant licenses of software contained within**

5. DATA SECURITY, PRIVACY AND CONFIDENTIAL INFORMATION.

5.1 During the Term, the Customer will maintain a security program conforming to best industry practice that will ensure the security and integrity of the Customer's System, including any Related System Data, protect against threats or hazards to their security or integrity and prevent unauthorized access.

5.2 Customer shall not introduce, or cause the introduction of, any viruses, spyware or Trojan horses, or any other code which would have the effect of materially disrupting, impairing, disabling or otherwise adversely affecting, shutting down or denying Cogniteam or anyone on its behalf access to all or any part of the Licensed Product. Cogniteam shall be entitled, at its soul discretion to take all

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necessary actions in order to prevent unauthorized access and/or any possible damage to its systems, as well as in order to prevent the violation of any applicable law, including but not limited to disconnecting any Customer Robot and/or fleet of Robots.

5.3 Customer shall take such actions and steps as Cogniteam reasonably requires in connection with the detection, prevention or mitigation of any unauthorized or accidental access or damage to, or use or disclosure of, data or the risk of any such access, damage, use or disclosure occurring and any investigation into its causes.

5.4 Cogniteam will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Related System Data in accordance with industry standard security requirements and shall comply with all laws applicable to Cogniteam's data collection and processing practices. Customer shall be responsible for ensuring compliance with any and all privacy, notice and consent rules or regulations and/or data collection laws or regulations applicable to its use of the Licensed Product, its operation of its Robot/s, and the collection and processing of information and Robots and Related System Data.

5.5 Confidential Information. During the Term and after its expiration for any reason, the parties will keep the Confidential Information confidential, shall not disclose Confidential Information to any other person, other than with the prior written consent of the disclosing party and shall not use, or reproduce the Confidential Information for any purpose other than to exercise their rights or perform their obligations under this User License Agreement and promptly notify the disclosing party of any potential, suspected or actual unauthorized use or disclosure of the Confidential Information.

However, it is agreed that during the Term, a party may use or disclose the disclosing party's Confidential Information to any of its subcontractors, employees, consultants or professional advisers (Recipient) to the extent that it is necessary for the purposes related to this User license Agreement. The receiving party will procure that each Recipient of the Confidential Information is made aware of and complies with the obligations of confidentiality under this User license Agreement as if the Recipient was a party to it. The receiving party will remain responsible for any breach of the confidentiality obligations under this User license Agreement by the Recipient.

Any feedback submitted to Cogniteam by the Customer, including suggestions, ideas, proposals or other materials, shall be considered to be non-confidential and non-proprietary. Notwithstanding the foregoing, Customer may not disclose such feedback to any third party for any purpose whatsoever. Cogniteam shall be entitled to disclosure, use, incorporate and/or exploit such feedback, for any purpose whatsoever, without compensation or accounting.

5.6 Customer hereby grants to Cogniteam a non-exclusive, royalty-free, non-revocable, worldwide right and license to use, collect, process, store, host, copy, transmit, display, distribute, disseminate, modify, and create derivative works of any and all Related System Data (excluding Customer's source code, object code or similar Robot-application-specific data), for any purpose whatsoever, both commercial and non-commercial, provided however that the source of such information, as well as the Customers' identity shall not be disclosed. without compensation or accounting.

5.7 Customer grants Cogniteam with the unrestricted free right and license to use Customer's name, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, for marketing and promotion purposes of the Licensed Product only. Cogniteam acknowledges that it shall not gain any proprietary interest in Customer's name and logos. This specific right may be terminated by the Customer, at its sole discretion upon a written notice to Cogniteam.

5.8 . Customer agrees not to be engaged in and not to allow any third party to engage in username squatting. 5.9 Customer understands that the any service provided in connection with the licensed Product is subject to United States export controls administered and further acknowledges and agrees that any User Content or third party content accessed by it shall not be used, transferred or otherwise exported or re-exported to countries as to which the United States, maintains an embargo or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Entity List, Denied Persons List, or Unverified List, or the U.S. Department of State's Nonproliferation Sanctions list, which are subject to change without notice. By uploading or accessing any User Content or third party content, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an embargoed country or designated national as defined above. Customer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining United States government export licenses to export or re-export as may be required. Customer will defend, indemnify, and hold harmless Cogniteam and its suppliers and licensors from and against any violation of such laws or regulations by it or any of his agents, officers, directors or employees.

6. USER CONTENT

6.1 Cogniteam allows all its Licensed Product's Customers to submit, post, transmit, and share content with other users under the following terms:

- Cogniteam simply displays or makes the User Content available to its Licensed Product's Customers and does not otherwise control the content thereof.

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- Cogniteam does not guarantee any accuracy or confidentiality with respect to any information contained in any User Content, and strongly recommends that each Customer thinks carefully about what he transmits, submits or posts to or through the Licensed Product.
- The Customer understand that all information contained in User Content is the sole responsibility of the person from whom such User Content originated. This means that each Customer, and not Cogniteam, is entirely responsible for all User Content that he uploads, posts, transmits, or otherwise make available, as well as for any actions taken by Cogniteam or other users as a result of such User Content.
- Cogniteam intends to, but does not guarantee that it will, display or make any User Content available on or through the Licensed Product, and Cogniteam reserves the right to refuse to allow any User Content, or to edit or remove any User Content at any time with or without prior notice, if Cogniteam reasonably believes that such User Content are in violation of this User License Agreement or otherwise disrupt or threaten the Licensed Product. Customer agrees to immediately take down any User Content that violates this User License Agreement, including pursuant to a take-down request from Cogniteam. In the event that Customer elects not to comply with a request from Cogniteam to take down certain User Content, Cogniteam reserves the right to directly take down such User Content, or to suspend or terminate Customer's License Agreement.
- By uploading or submitting any User Content, customer hereby grants Cogniteam and its affiliates and partners a worldwide, non-exclusive, fully paid-up, royalty-free license to reproduce, reformat, distribute, publicly display, and publicly perform your User Content in connection with providing the customer and other users with the services, features and functionalities available on or through the Licensed Product; provided, that for any User Content that is subject to an open source license, Cogniteam's rights shall be limited to the rights granted under the applicable open source license.
- The Service requires the Customer to specify or upload the terms under which other users will be licensed to use his User Content.
- Customer is solely responsible for its own User Content and the consequences of posting or publishing them. In connection with User Content, Customer affirms, represents, and warrants that: (i) he either own his User Content or have the necessary licenses, rights, consents, and permissions to grant the rights and licenses granted, and (ii) the Cogniteam Licensee's exercise of the license rights, does not and will not require obtaining a license from or paying any fees and/or royalties to any third party for the exercise of any rights granted.
- Customer will not upload, post, transmit or otherwise make available through the Licensed Product any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party.
- Customer will not download any content posted by another user that he knows, or reasonably should know, that cannot be legally distributed in such manner.
- Customer will not impersonate another person or otherwise misrepresent himself or the source of any content.
- Customer understands that Cogniteam may inspect his User Content, including but not limited to scanning for vulnerabilities, at any time to check for potential security vulnerabilities and other issues. Cogniteam may request that Customer immediately remedy any issue it discovers in his User Content and retains the right to remove any User Content at any time without notice for any valid business or technical reasons, such as if security vulnerabilities are identified in such User Content.
- Customer understands that User Content made available on or through the Service comes from a variety of sources and that Cogniteam does not endorse and is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. Customer understands that Cogniteam cannot, and does not, review all User Content and does not endorse any User Content. Customer further understands and acknowledges that he may be exposed to User Content that is inaccurate, misleading, infringing, or otherwise objectionable. Customer agrees to waive, and hereby does waive, any legal or equitable rights or remedies he has or may have against Cogniteam with respect thereto.
- Customer agrees that Cogniteam has no responsibility or liability for the deletion or failure to store any User Content and other communications maintained on or transmitted through use of the Licensed Product. Customer further acknowledges that he is solely responsible for securing and backing up any User Content or other communication he uploads or transmits to or through the Licensed Product.

6. INDEMNITY.

To the maximum extent permitted by law, Customer agrees to indemnify, defend and hold harmless Cogniteam, and its subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, managers, licensors, business partners and each of their respective successors and assigns (the "Indemnified Parties") from and against all damages, losses, liabilities, claims, expenses, fees or costs (including, without limitation, reasonable attorneys' fees and costs) incurred in connection with any claim, demand or action brought or asserted against any of the Indemnified Parties arising out of or relating to Customer Content, (ii) Customer's breach of this Agreement, (iii) Customer's violation of any third party right, including without limitation any intellectual property right, publicity,

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property or privacy right, (iv) a breach of Customer's representations or warranties under this User License Agreement, (v) a breach of Customer's obligations under applicable law, and (vi) any claim for damage, including bodily injury, death, or property damage caused by the Customer, its agents, subcontractors and/or any of its Robots and/or Customers' System.

7. DISCLAIMER AND LIMITATIONS

5.1 Cogniteam does not guarantee that the Licensed Product will be error-free or uninterrupted or free from viruses, or that Cogniteam will correct all errors, or that the Licensed Product will be compatible with the Customer's System and/or with any hardware, other software or systems used or provided by the Customer. The Customer acknowledges that Cogniteam does not control the transfer of data over communications facilities, including the internet, and shall in no event be responsible for any delays, delivery failures, or any other connectivity issues.

5.2 Without derogation, Cogniteam shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

5.3 The Licensed Product may include hyperlinks to other web sites or resources (collectively, "External Sites") solely as a convenience to its users. Cogniteam has no control over any External Sites and Customer acknowledges and agrees that Cogniteam is not responsible for the availability of any External Sites, and does not endorse any advertising, products or other materials on or available from the External Sites. Customer further acknowledged and agrees that Cogniteam is not liable for any loss or damage which may be incurred as a result of the availability, reliance, accuracy or existence of any advertising, products or other materials on, or available from, the External Sites.

No Class Actions. CUSTOMER AGREES THAT HE MAY BRING CLAIMS AGAINST COGNITEAM ONLY IN HIS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING

5.5 UNDER NO CIRCUMSTANCES SHALL COGNITEAM BE LIABLE FOR ANY DAMAGES, INCLUDING SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE OR INABILITY TO USE THE LICENCED PRODUCT AND/OR ANY PART OF IT. TO AVOID ANY DOUBT IT IS HEREBY CLARIFIED THAT THE ABOVE LIMITATION INCLUDES DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND/OR DATA, LOSS OF GOODWILL, AND ANY OTHER PECUNIARY LOSS.

5.65 IN NO EVENT WILL COGNITEAM'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR OF THE INABILITY TO USE, THE LICENSED PRODUCT, EXCEED THE ACTUAL FEES PAID BY THE CUSTOMER TO COGNITEAM FOR USING THE LICENSED PRODUCT ON ONE (1) SPECIFIC ROBOT, DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO ANY CLAIM.

5.7 To the extent not prohibited by law, these warranties are exclusive and there are no other express, implied or statutory warranties or conditions including for hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

8. MISCELLANEOUS

6.1 Customer may contact Cogniteam for customer support and assistance by E-mail at support@cogniteam.com. Cogniteam support personnel shall respond to Customer's email inquiries regarding issues relating to the subscription services within a reasonable timeframe.

6.2 This User License Agreement may be amended by Cogniteam from time to time by providing a notice to the Customer. The Customer acknowledges that Cogniteam may, upon its sole discretion, change its Licensed Product types of Licenses and/or any of the included features or services (by adding new or removing current features and services) and/or increase any License Fees for any period for which the Customer has not yet paid the applicable License Fees. Unless otherwise agreed to between Customer and Cogniteam in writing, Customer continued use of the Licensed Product after such changes have been published constitutes Customer's binding acceptance of such changes. 6.3 The exercise or waiver, in whole or in part, of any right, remedy or duty provided for in this User License Agreement will not constitute the waiver of any prior, concurrent or subsequent right, remedy or duty. No waiver is valid unless it is in writing and signed by an authorized representative of Cogniteam.

6.4 The provisions of this User License Agreement are severable and if any provision is determined to be invalid, illegal or unenforceable, the remaining terms or provisions thereof will not in any way be affected or impaired and will remain in full force and effect.

6.5 This User License Agreement shall be governed by and construed in accordance with the laws of state of Israel without reference to any conflict of law legislation that may apply. The exclusive jurisdiction with respect to any matter arising from or related to this term sheet shall rest with the competent courts in Tel Aviv-Jaffa.

6.6 Any notice required or permitted shall be in writing and may be sent by courier or by email to, if to the Customer, the address provided by the Customer on registration or, if to Cogniteam, to info@cogniteam.com or such other address as that party may notify

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the other party in writing, from time to time. Such notice will be deemed to have been given two (2) days after it has been mailed.

6.7 The This User License Agreement is binding upon and inures to the benefit of the parties, their respective successors in interest, legal representatives, heirs and permitted assigns.

6.8 The subscriber affirms that he is over the age of 13 and that IF HE IS 13 OR OLDER BUT UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE HE RESIDES, THEN HE AGREES TO REVIEW THESE TERMS WITH HIS PARENT OR GUARDIAN AND AGREES TO HAVE HIS PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON HIS BEHALF.

6.9 Neither party may assign any of its rights or obligations under this user License Agreement, without the prior written consent of the other party. Notwithstanding the foregoing, Cognitem may assign the entirety of its rights and obligations under this user License Agreement, without Customer's consent, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.