



FOURIER SYSTEMS LTD.

DATANET END USER LICENSE AGREEMENT

IMPORTANT INFORMATION - PLEASE READ THIS AGREEMENT CAREFULLY: BY USING THE SOFTWARE, YOU (AS AN AUTHORIZED REPRESENTATIVE ON BEHALF OF A COMMERCIAL ORGANIZATION) AS THE "CUSTOMER" AGREE TO ALL THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT") WITH **FOURIER SYSTEMS LTD** ("**FOURIER**") REGARDING CUSTOMER'S USE OF THE SOFTWARE.

1. **License.** "Software" means the DataNet software that is supplied on CD or downloadable at the Fourier website. Subject to payment for the Software and to the terms and conditions of this Agreement, Fourier hereby grants to Customer, and the Customer accepts, non-exclusive, fully revocable, limited, non-transferable license (without the right to sublicense) to use the Software on unlimited number of the organization's computers on one site of that organization. Any use of the Software shall be only according to the terms of this Agreement and as described in the user documentation and the technical guide ("**Written Material**") provided by Fourier.
2. **Intellectual Property.** All right, title and interest in and to the Software (including all fixes and updates thereto) evidenced by or embodied in and/or attached/connected/related to the Software shall at all times be owned solely by Fourier and shall remain exclusively vested in Fourier and/or its licensors, including without limitation all intellectual and industrial property rights including, without limitation, copyrights, trade secrets, trademarks, patents and the right to apply for patents, moral rights, and Customer hereby assigns to Fourier any interest it may have in the same. Subject to the licenses granted under this Agreement, Fourier expressly reserves all right, title and interest in and to all compilations, selections, arrangements, portions, extracts, adaptations, and derivatives of the Software (including all fixes and updates thereto). Nothing in this Agreement constitutes a waiver of Fourier's intellectual property rights under any law. Unauthorized copying of the Software, including Software that has been modified, or of any Written Materials related to the Software is expressly forbidden. The Customer may be held legally responsible for any copyright infringement which has been encouraged or caused by the failure to abide by the terms of this Agreement.
3. **Prohibited Uses.** The Software must be used and maintained in strict compliance with the instruction of Fourier contained herein, in all supplements thereto and in any other Written Material of Fourier. Except as explicitly set forth in this Agreement, Customer shall not and shall not permit any use or installation of the Software. Customer shall not, and shall not permit reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or attempt to extract source code from the Software.
4. **Acceptance.** The Software shall be deemed accepted upon Customer's download of the same.
5. **Maintenance and Support.** Fourier has no obligation to provide support, maintenance, upgrades, modifications, or new releases under this Agreement.



6. **Limited Warranty and Disclaimer of Warranty.** CUSTOMER AGREES THAT FOURIER PROVIDES THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIAL ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. FOURIER DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO THE USE OR THE PERFORMANCE OF THE SOFTWARE, AND/OR ANY SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND FOURIER EXPRESSLY DISCLAIMS ALL WARRANTIES. FOURIER DOES NOT WARRANT THAT ITS SOFTWARE WILL MEET YOUR REQUIRMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY THE CUSTOMER. SHOULD THE SOFTWARE BE DEFECTIVE, THE CUSTOMER AND NOT FOURIER, ASSUMES THE ENTIRE COST OF ALL NECESSARY REPAIR, SERVICING AND CORRECTION. TO THE EXTENT ALLOWED BY LAW, FOURIER EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVISE GIVEN BY FOURIER OR ITS DEALERS, AGENTS, DISTRIBUTORS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. NEITHER FOURIER NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION OR PRODUCTION OF THIS SOFTWARE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE.) ARISING OUT OF THE USE OR INABILITY TO USE THIS SOFTWARE EVEN IF FOURIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **Term/Termination.** This Agreement shall commence on the Effective Date and continue until otherwise terminated pursuant to this Section 7 ("**Term/Termination**"). Fourier may terminate this Agreement by providing Customer with written notice thereof (i) upon any material breach of this Agreement or the terms of use for the Fourier website by Customer and (ii) at any time if Fourier ceases to provide the Software. Customer may terminate this Agreement by ceasing all use of the Software and destroying all copies of the Software, and certifying such destruction in writing to Fourier. Promptly upon termination or expiration of this Agreement, Customer will: (i) cease use of the Software; and (ii) destroy all copies of the Software, and certify such destruction in writing to Fourier. The foregoing requirement applies to all copies in any form, partial or complete, including copies in storage media and regardless if any copy is merged into other materials. Sections 2 and 6 shall survive any termination of this Agreement.
8. **Governing Law & Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of the State of Israel (except for conflict of law provisions) and only the courts in the State of Israel shall have jurisdiction in any conflict or dispute arising out of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. 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.



9. **Miscellaneous.**

9.1. This Agreement represents the complete and exclusive agreement between Fourier and the Customer with respect to the subject matter hereof and supersedes all prior and contemporaneous proposals, negotiations, agreements and all other communications between the parties with respect to the subject matter hereof. The Agreement may be amended only by a written agreement executed by both parties. 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.

9.2. Any notice, consent or other communication hereunder shall be in writing, and shall be given personally, certified mail, express delivery to Customer or email to the address set forth in the registration or download form, and for Fourier, at the address as set forth on Fourier's website, or such other address as may be designated by written notice of either party. Notices shall be deemed given when delivered or transmitted, or seven (7) days after deposit in the mail.

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