



FOURTEC – FOURIER TECHNOLOGIES LTD.

DATPASS 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 **FOURTEC – FOURIER TECHNOLOGIES LTD.** ("**FOURTEC**") REGARDING CUSTOMER'S USE OF THE SOFTWARE. IF CUSTOMER DOES NOT AGREE WITH ALL OF THESE TERMS, CUSTOMER SHALL NOT INSTALL OR OTHERWISE USE THE SOFTWARE AND SHALL CLICK ON THE "**I DISAGREE**" BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE AND CUSTOMER WILL NOT BE ABLE TO USE THE SOFTWARE. THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DATE THAT YOU ACCEPT THIS AGREEMENT BY CLICKING ON THE "**I AGREE**" BUTTON.

1. **License.** "Software" means the DatPass software that is supplied on CD or downloadable at the Fourtec website. Subject to payment for the Software and to the terms and conditions of this Agreement, Fourtec hereby grants to Customer, and the Customer accepts, a non-exclusive, fully revocable, limited, non-transferable license (without the right to sublicense) to use the Software on one of the organization's computers in one site of that organization, with unlimited installation on said computer. 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 Fourtec.
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 Fourtec and shall remain exclusively vested in Fourtec 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 registration or register the same. Subject to the licenses granted under this Agreement, Fourtec 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 Fourtec'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. Customer further agrees not to duplicate, make copies of, distribute or provide others with the Software, nor to sell, rent, encumber, redistribute, lease, sublicense, use the Software in a time sharing or service bureau, resell for profit (or otherwise) this Software or create any derivative works of the Software or any part thereof, including translation or localization, remove or alter any trademark, logo, copyright or



other proprietary notices, legends, symbols or labels that appear in the System, without the prior written consent of Licensor.

3. **Prohibited Uses.** The Software must be used and maintained in strict compliance with the instruction of Fourtec contained herein, in all supplements thereto and in any other Written Material of Fourtec. 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 any other party to reverse engineer, decompile, disassemble 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.** Fourtec 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 FOURTEC PROVIDES THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIAL ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. FOURTEC 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 FOURTEC EXPRESSLY DISCLAIMS ALL WARRANTIES. FOURTEC 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 FOURTEC, ASSUMES THE ENTIRE COST OF ALL NECESSARY REPAIR, SERVICING AND CORRECTION. TO THE EXTENT ALLOWED BY LAW, FOURTEC 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 ADVICE GIVEN BY FOURTEC OR ITS DEALERS, AGENTS, DISTRIBUTORS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. NEITHER FOURTEC 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 FOURTEC 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**"). Fourtec 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 Fourtec website by Customer and (ii) at any time if Fourtec 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 Fourtec. Promptly upon termination or expiration of this Agreement, Customer will: (i) cease the use of the Software; and (ii) destroy all copies of the Software, and certify such destruction in writing to Fourtec. 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 Fourtec 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 Fourtec. 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 Fourtec, at the address as set forth on Fourtec'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.
