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## **END-USER LICENSE AGREEMENT FOR CHRONOM A.I. LTD. SOFTWARE, PRODUCTS AND SERVICES**

### **IMPORTANT READ CAREFULLY:**

This End User License Agreement (this "**Agreement**") is entered into between Chronom A.I. Ltd. (the "**Chronom**") and the end user being the person or entity installing and/or using the Software (as defined below), which downloaded from Chronom's website, as of the date on which the Software was installed (the "**Effective Date**").

By downloading, installing, or otherwise using the Software, you acknowledge and undertake that you have read this Agreement, that you understand it, and that you agree to be bound by the terms of this Agreement and to become a party to this Agreement.

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT OR DO NOT HAVE THE AUTHORITY TO BIND THE ENTITY ON BEHALF OF WHICH YOU ARE ACTING, PLEASE DO NOT PURCHASE A LICENSE TO THE SOFTWARE AND/OR INSTALL OR USE THE SOFTWARE.**

Please note: if you use the Software on behalf of any third party, you warrant that you are authorized to enter into legally binding contracts on behalf of this third party, and the same rights, limitations and restrictions apply to this third party.

### **1. DEFINITIONS**

As used in this Agreement, the following terms will have the meanings set forth below:

**"Software"** – Chronom's solution software for cloud environment management, including any license key provided to you to the enable solution and any improvements, modifications, enhancements, fixes, updates, upgrades and future versions thereto.

### **2. LICENSE OF SOFTWARE AND LIMITATIONS**

The Software is licensed to you under the terms herein. It is agreed that the Software or any part thereof is not sold to you. You hereby acknowledge that all right, title, and interest in and to the Software or any associated intellectual property rights of the Software or related services, are the exclusive property of Chronom. Title to the Software shall at all times remain with the Chronom. You further acknowledge that you have no rights in the Software, except those expressly authorized by this Agreement.

With respect to all of the terms and conditions of this Agreement and subject to your compliance with them, Chronom grants to you a non-exclusive, revocable, non-assignable limited to specific amount of seats, as mentioned in the purchase order, license to install and use the Software in compliance with all applicable laws, rules and regulations, subject to the timely and full payment of all applicable fees and charges.

While Chronom shall use all reasonable efforts to ensure the availability of the access to its Software, it is understandable and agreed that there will be times when the Software will not

be available to you. It is therefore agreed that Chronom shall not be liable for any Software unavailability and you hereby waive any claims regarding the unavailability of any of Chronom's Software.

In order to use the Software you will need a broadband internet connection. You are responsible for providing all equipment required to access the internet or enable communications.

As a condition to your use of the Software, you hereby agree not to use the Software for any use or purpose that: (i) is obscene, libelous, blasphemous, defamatory, inciting hatred, terrorism or any similar offence; (ii) is unlawful; (iii) you do not have the lawful right to copy, transmit, distribute, and display; (iv) infringes or misappropriates the intellectual property rights or violates the privacy rights of any third party (including without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity); (v) is in violation or may encourage any manner of acting that would violate any applicable local, state, national and foreign laws, treaties and regulations; (vi) drive or encourage any third party to do any of the foregoing.

As a condition to your use of the Software, you hereby further agree not to: (i) try to check or test the vulnerability of the Software or to breach or cause to the failure of any of the security related means thereof; (ii) attempt to decompile, disassemble, re-engineer or reverse engineer the Software or any other Chronom's product used or otherwise create or attempt to create or permit, allow, or assist others to extract source code of the Software, or its structural framework; (iii) send unsolicited email, junk mail, spam, chain letters, promotions, advertisements, virus or any other harmful contents; (iv) resell, transfer, sublicense, pledge, lease, rent or share your rights under this Agreement; (v) modify, update, reproduce, duplicate, copy all or any part of the Software.

You may not use the Software in whole or in part for any purpose except as expressly provided under this Agreement. Any unauthorized use of the Software or Services without Chronom's prior written consent, is expressly prohibited.

### **3. RESPONSIBILITY OF YOUR FILES OR DATA**

You understand and agree that Chronom does not provide a back-up data storage service and the license that you are granted are not pretend to intend to protect your files or data, and therefore should not be relayed upon as a back-up service. You have sole responsibility for adequate protection for all files that you send through your use of the Software. It is hereby agreed that Chronom will not be responsible for any failure of the Software to store files, or for the deletion, corruption, or loss of any data or files stored using the Software.

### **4. PROPRIETARY RIGHTS AND CONFIDENTIALITY**

It is hereby acknowledged and agreed that the Software is a proprietary product of Chronom and any third parties related to it, protected under copyright laws and international treaties.

This Agreement does not convey to you an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement. Therefore, the Software must be treated like any other copyrighted material except that you grant the right to install the Software. You shall not remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed by Chronom in or on the Software. You may not use any

of our trademarks, service marks, product names or trade names without Chronom's express written consent.

The Software contains confidential information and trade secrets that have been developed by Chronom through the expenditure of a great deal of time and money. You are requested to maintain and protect the confidentiality of these trade secrets and agree not to disclose them or use them for any purpose not contemplated by this Agreement.

Some parts of the Software may contain software licensed from third parties and are subject to the terms and conditions of third party license agreements. You hereby agree to comply with all such terms and conditions.

The use of the Software requires using a password and a username which will be issued to you by Chronom. You shall treat them as confidential and it is agreed that you shall not share such information with any third party. You shall notify Chronom immediately if you are aware of any third party having access to such confidential information.

By providing Chronom any comments, suggestions for improvement, or other feedback on the Software (collectively "**Feedback**"), you also grant Chronom (and to the extent applicable, its licensors) permission to use and incorporate the Feedback into the Software or other Chronom's products without any compensation or further approval. To the extent that you may acquire by operation of law or equity, any right, title, or interest, including any intellectual property rights, in or to the Feedback, or any modifications of Software, you hereby assign to Chronom your entire right, title, and interest, including all intellectual property rights, therein and thereto, waive any compensation, and agree to execute any necessary documents as reasonably required and requested by Chronom in connection with the foregoing.

## **5. FEES AND PAYMENTS**

Your use of the Software is limited in duration to the applicable subscription period for which you have subscribed and conditioned on the full payment of all fees and charges, as set forth in the purchase order placed in connection with the Software. Unless otherwise agreed in writing, subscription fees and charges are payable upfront for the license term subscribed to and "pay per use" or similar fees and charges are payable monthly in arrears, by the first day of the following month.

All fees and charges are exclusive of all taxes, levies, or duties imposed by any authority, and you shall be responsible for payment of all such taxes, levies, or duties, other than taxes based solely on Chronom's income.

Late payments in excess of seven (7) days will accrue late payment interest at a simple rate of 1.5% per month (or the maximum amount allowed by applicable law, if lower), accruing daily from the date due until actually paid. Unless otherwise agreed in writing, Chronom may suspend the use of the Software, or terminate this Agreement in accordance with the terms hereof, in case of non-payment exceeding seven (7) days. You may terminate your subscription at any time in accordance with the provisions prescribed under "Termination" section (6) of this Agreement.

Notwithstanding the above, you hereby acknowledge and agree that Chronom reserves the right, at its sole discretion, to modify, discontinue or terminate this Agreement, to modify the

use of the Software or the terms of any related services and to establish revised practices and policies concerning the use of the Software or any fees to be charged therefor, at any time and without prior notice.

## **6. SUBSCRIPTION PERIOD AND TERMINATION**

Your use of the Software is limited in duration of one (1) month period (the “**Term**”) and shall be automatically renewed for additional periods of the same duration as the Term, unless terminated earlier by either party.

Both parties are allowed to terminate this Agreement at any time, with or without any reason. Chronom may terminate this Agreement at any time (i) if you have breached this Agreement, and if the breach is curable, failed to cure the breach within seven (7) days of notice, or (ii) in case you become subject to governmental sanctions or otherwise cause us, by granting you this license or other services, to breach any law.

In addition, Chronom may suspend the use of the Software or any of the related services while investigating suspected material breaches of this Agreement or breaches of applicable law by you. Upon termination of this Agreement; (a) all and any rights and licenses granted to you under this Agreement shall terminate; (b) you shall cease all use of the Software; and (c) Chronom shall be entitled, at its own discretion, to purge your data and/or files and account information. In such event, you must destroy all copies of the Software and all of its component parts. Termination of this Agreement does not entitle you to any refund of fees paid by you hereunder.

## **7. AUTOMATIC UPDATES**

Chronom’s may publish, from time to time, updates to the Software, such as bug fixes, patches, enhanced functions, and missing plug-ins (collectively, “**Updates**”). In order for the Software to be most effective, to reduce any security risks you must install all Updates promptly after they become available. For avoidance of doubt, new versions of the Software, as well as special features, will require a paid upgrade, and Chronom does not undertake to make Updates available for users that have not subscribed for support services. Chronom shall not provide any support if you fail to install the most latest Update.

## **8. WARRANTIES AND LIABILITY LIMITATIONS**

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED "AS IS" AND, UP TO THE MAXIMUM EXTENT PERMITTED BY LAW, CHRONOM DISCLAIMS ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. CHRONOM DOES NOT WARRANT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE OR THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES. ALSO, CHRONOM DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR RELATED SERVICES WILL OPERATE PROPERLY WITH ANY OTHER SOFTWARE, HARDWARE, SYSTEM OR DATA; CHRONOM DOES NOT WARRANT OR REPRESENT THAT THE SERVICES AND/OR CHRONOM'S SERVER AND/OR ANY DATA OR FILES CONTAINED IN IT ARE HARMFUL-COMPONENTS FREE.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL CHRONOM OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY ON YOUR BEHALF FOR ANY LOSS OF PROFITS, LOST BUSINESS, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF CHRONOM IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL CHRONOM'S LIABILITY IN CONNECTION WITH USING THE SOFTWARE OR THIS AGREEMENT EXCEED THE LICENSE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

Some states may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The use of Software may contain software programs which will be installed (with or without notification) and/or links to other websites. You understand and agree that Chronom shall not be responsible or liable for matter pertaining to such websites, including but not limited to the content, information, products, or services on, or available from, such websites. You agree to have the sole responsibility and risks arising from your use of any such websites.

## **9. GENERAL**

You may not assign this Agreement, in whole or in part, without the prior written consent of Chronom. Chronom may transfer and assign any of its rights and obligations under this Agreement without consent.

Chronom may use some of the information collected through the use of the Software, please refer to our privacy policy published on our website.

You consent to the use by Chronom of your name and IP address if required to do so due to a breach of this Agreement or pursuant to a judicial order.

This Agreement shall be construed and governed in accordance with the laws of the State of Israel, regardless of its conflict of laws rules, and the competent courts of Tel-Aviv shall have sole and exclusive jurisdiction over any dispute under this Agreement or otherwise related to the Software or the Service, provided that Chronom may turn to any other court as it deems fit in order to obtain immediate relief. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation.

Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. This Agreement represents the entire agreement concerning the Software between you and Chronom, and it supersedes any prior proposal, representation, or understanding between the parties. 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.

Any failure by any party to this Agreement to enforce at any time any term or condition under this Agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

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