

License Agreement

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During the Term Licensee may allow its employees or service providers who are explicitly authorized by the Licensee to use the Software (each, a "**Permitted User**"). Each Permitted User shall be bound by the terms and conditions in writing at least as restrictive as those contained in this Agreement and Licensee shall be liable for any breach of the terms of this Agreement by the Permitted User. Unauthorized access or use of the Software must be immediately reported to the Company. Each Permitted User may access the Software via the Company's website, available at: <https://www.trink.io/> (the "**Website**"), and will be required to create an account whilst filing in his/her email address and creating a password.

During the Term, the Permitted User(s) of the Licensee may log into the Software by using the user name and password generated by the licensee whilst submitting registration form via the Company's website.

The Software is currently provided on a free of charge basis, however, the Company reserves the right, at any time during the Term and at its sole discretion to (a) terminate this Agreement (as further detailed in Section 7 below) or (b) offer the Software on a paid subscription basis, subject to the provision of a seven (7) days prior written notice which may be made available to Licensee on the Company's website and/or by email.

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3. Personal Data.

- 3.1. As Company operates the Software, Company may have access to certain information, such as personal information related to the Licensee's Permitted Users contact details (such as name, email address and position within the company), and any other information provided by the Licensee (the "**Customer Data**"). As the exclusive owner of the Customer Data, Customer represents that to the extent the Customer Data includes any personally identifiable information, Customer has provided all appropriate notices, received the required consents or permits and/or have any and all ongoing legal bases, and has acted in compliance with applicable privacy laws and regulations, as to allow us to use the Customer Data solely in order to perform the Services and not for any monetization purposes. Company may however be

required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, hold and/or manage the Customer Data through Company's authorized third party service providers as reasonable for business purposes. To the extent that Customer needs a data processing agreement, the Customer shall request the Company to provide it with the Company's Data Processing Agreement (“**DPA**”) and shall return it signed to Company as described therein.

- 3.2. Company may collect, use and publish any anonymous information, which is derived from the use of the Software (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information (“**Analytics Information**”). Company may use such Analytics Information for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is Company's exclusive property.

4. **Title and Ownership**

- 4.1. The Software and/or any copies thereof, including without limitation any derivative works made, as well as any enhancements, improvements, corrections, modifications, alterations, revisions, extensions and updates thereto, is not for sale, and shall remain Company's sole and exclusive property. All right, title and interest (including all intellectual property rights) evidenced by or embodied in and/or attached/connected/related to the Software and any derivatives thereof and modifications thereto, are and shall be owned solely and exclusively by Company. This Agreement does not convey to the Licensee any interest in or to the Software other than a limited right to use the Software in accordance with Section 1. Nothing herein constitutes a waiver of Company's intellectual property rights under any law. Company reserves all rights not expressly granted herein to the Software.
- 4.2. If Licensee chooses to provide the Company with any feedback data (whether orally or in writing) (e.g., questions, comments, feedback data, reports, suggestions or the like) regarding the Software (“**Feedback**”), such Feedback shall be deemed the exclusive property of Company, and Licensee hereby irrevocably transfers and assigns to Company all intellectual property rights to the Feedback and waives any and all moral rights or economic rights that Licensee may have with respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company is not obliged to make use of the Feedback.

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- 5.1. THE SOFTWARE AND ANY REPORTS OR OTHER OUTPUT WHICH MAY BE PROVIDED TO LICENSEE HEREUNDER ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND FOR INTERNAL PURPOSES ONLY. COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT, WITH RESPECT TO THE SOFTWARE, AND ANY REPORTS OR OTHER OUTPUT WHICH MAY BE PROVIDED TO LICENSEE HEREUNDER, AND ANY RELATED MATERIALS, SOFTWARE AND/OR DOCUMENTATION.
- 5.2. EXCEPT FROM DAMAGES RESULTED FROM WILLFUL MISCONDUCT, COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR GOODWILL, LOST OR DAMAGED DATA OR DOCUMENTATION, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY CLAIM BY ANY OTHER PARTY, HOWEVER CAUSED, BASED ON ANY THEORY OF LIABILITY AND WHETHER OR NOT COMPANY OR ANY RELATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SOFTWARE, OR LICENSEE'S USE OF THE SOFTWARE. NOTWITHSTANDING THE ABOVE IN NO EVENT SHALL LICENSEE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED USD \$100.

6. **Confidentiality**

The Company may have access to certain non-public and/or proprietary information of the Licensee, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the Licensee, and any other information that a reasonable person should have reason to believe is confidential, or competitively sensitive (the “**Confidential Information**”). Company 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 Licensee's Confidential Information from disclosure to a third party. The Company's obligations under this Section, with respect to any Confidential Information of the Licensee, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the Company at the time of disclosure by the Licensee; (b) was disclosed to the Company by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Company has become, generally available to the public; or (d) was independently developed by the

Company without access to, or use of, the Licensee's Confidential Information. Company shall not use or disclose the Confidential Information of the Licensee except for performance of its obligations under this Agreement ("**Permitted Use**"). Company shall only permit access to the Licensee's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the Company containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the Company at least as restrictive as the terms set forth herein. Company will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that it notifies the Licensee of such required disclosure to enable Licensee to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the Licensee.

7. **Term and Termination**

This Agreement shall commence on the Effective Date and shall remain in force until terminated as set forth herein (the "**Term**"). Licensee's unauthorized use of the Software or otherwise failure to comply with the terms of this Agreement shall result in automatic immediate termination of this Agreement, upon notice by Company. This Agreement may be terminated by each Party at any time during the Term, at its sole discretion by providing the other party a seven (7) days prior written notice thereof which, in case Company is the terminating party, may be made available to Licensee on the Company's website and/or by email. Upon termination, (a) each Party shall promptly return or destroy all Confidential Information received from the other Party, and all copies thereof, and (b) Licensee shall: (i) immediately cease access to, and use of, the Software; (ii) if applicable, erase or otherwise destroy all copies of the Software in its possession, which are fixed or resident in the memory or hard disks of its devices; and (iii) Company may delete all Licensee Data without affecting any of the Company's rights to the Analytics Information, to extent required or allowed by applicable law, Company may retain one copy of the Licensee Data for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or to comply with applicable laws and regulations. The following provisions shall survive the expiration or termination of this Agreement: 4 (Title and Ownership), 5 (No Warranty and Limitation of Liability), 6 (Confidentiality), 7 (Term and Termination) and 8 (Miscellaneous).

8. **Miscellaneous**

This Agreement shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of the city of Tel- Aviv, Israel, shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. Licensee shall not assign this Agreement without the prior written consent of Company. Any prohibited assignment shall be null and void. No waiver of rights arising under this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy and/or prejudice any rights of such Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of the Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of the Company. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Nothing in this Agreement shall be construed to limit or delay either Company or Licensee's ability to seek immediate relief at law or in equity for any breach by the other. This Agreement constitutes the complete and entire agreement of the Parties and supersedes all previous communications between them, oral or written, relating to the subject matter hereof. All notices required to be delivered under this Agreement shall be effective only if in writing and shall be deemed given if delivered personally upon delivery, if delivered by email (with a read/receipt confirmation) within 24 hours after delivery, and if by registered mail within 72 hours of posting to the addresses set forth in the preamble of this Agreement.