



End-User License Agreement

Use of the services of Kaymera Technologies Ltd. (the "Company" or the "Licensor") is subject to the terms and conditions listed herein.

IMPORTANT - READ CAREFULLY THE FOLLOWING TERMS BEFORE USING/INSTALLING THE SOFTWARE. BY USING/INSTALLING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO THE TERMS DO NOT USE OR INSTALL THE SOFTWARE. DO NOT INSTALL OR USE THE SOFTWARE UNTIL YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THESE TERMS. FURTHERMORE, BY USING/INSTALLING THE SOFTWARE YOU AGREE THAT YOU ARE THE AGE OF MAJORITY IN YOUR JURISDICTION.

DEFINITIONS

As used in these Terms, the following terms will have the meanings set forth below:

"Effective Date". The date which you installed/first used the Software (as defined below).

"Software". The software provided in connection with the Services (as defined below), in machine-readable, object code form only, including any improvements, modifications, enhancements, fixes, updates, upgrades and future versions thereto.

"Services". Licensor secured mobile communication services provided either in the software-as-a-service structure in the following formats: (i) secured device services, or (ii) mobile App, or (iii) secures IP based landline services, or in the on-premise structure.

LICENSE OF SOFTWARE AND LIMITATIONS

The Software is licensed to you to be used by you only in connection with the Services under the terms herein. The Software or any part thereof is not sold to you. The Software and its accompanying documentation (to the extent applicable) are the exclusive property of Licensor and the title to the above shall at all times remain



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with Licensor. You have no rights in the Software except those expressly authorized by these Terms.

With respect to all of the terms and conditions herein and subject to your compliance with them, Licensor grants you a personal, non-transferable, non-exclusive, non-assignable and terminable license to install and use the Software effective as of the Effective Date for your subscription. With respect to the on premise structure, subject to payment of the entire compensation due with respect to the Services, the license is perpetual.

As condition to your use of the Software, you will not: (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 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 these Terms ; or (v) modify, update, reproduce, duplicate, copy, transmit, distribute, or display all or any part of the Software; (vi) use the Software to develop a competitive product or for any other purpose, except in connection with the Services.

Please note that by using/installing the Software you agree that the Software will collect data and transmit it to a central computer, where it will be stored for an indefinite period of time. The data will be used to determine the legal right for the Software to be operated on your computer/device.

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

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The Software is a proprietary product of Licensor (or is duly licensed to it in accordance with an agreement with a third party) and to the extent applicable, third parties related to it, protected under copyright laws and international treaties. All right, title, and interest in and to the Software, including associated intellectual property rights are and shall remain with Licensor.



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The Software contains confidential information and trade secrets that have been developed by Licensor 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 these Terms .

Some parts of the Software may contain open source software licensed from third parties and are subject to the terms and conditions of open source license agreements. You will have to comply with all such terms and conditions.

SUBSCRIPTION PERIOD AND TERMINATION

These Terms shall commence on the Effective Date and shall remain in full effect for as long as the Services are provided to you, unless terminated earlier by either party as permitted by law or as set forth in the commercial agreement that governs the purchase of the Service(s).

Your rights with respect to the Software shall terminate upon any breach of the Terms by you which was not cure within thirty (30) days after a written notice to that effect was sent to you by the Licensor.

Upon termination or expiration of these Terms ; (a) all and any rights and licenses granted to you under these Terms shall terminate; (b) you shall cease all use of the Software; and (c) Licensor 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 these Terms does not entitle you to any refund of fees paid by you.

WARRANTIES AND LIABILITY LIMITATIONS

The Software may contain software programs which will be installed (with or without notification) and/or links to other websites. The Licensor shall not be responsible or



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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 shall have the sole responsibility and risks arising from your use of any such websites.

GENERAL

You may not assign these Terms , in whole or in part, without the prior written consent of Licensor.

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

These Terms 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 these Terms or otherwise related to the Software or the Services, provided that Licensor may turn to any other court as it deems fit in order to obtain immediate relief. .

Should any term of these Terms be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

These Terms can be altered from time to time by Licensor at its sole discretion.

The failure of Licensor to enforce any rights granted hereunder or to take action in the event of any breach hereunder shall not be deemed a waiver by Licensor as to subsequent enforcement of rights or subsequent actions in the event of future.

In the event the Services contain third party software (which was licensed from a third party by the Licensor), such third party will be considered to be a beneficiary of these Terms and shall have the right to enforce these Terms directly against you.

For support please email us at: support@kaymera.com



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