OPSYS TECH LTD.
End User License Agreement

PLEASE READ THIS END USER LICENSE AGREEMENT (THIS "**AGREEMENT**") CAREFULLY BEFORE USING ANY OPSYS TECHNOLOGY (AS DEFINED BELOW). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING OR TAPPING A BUTTON INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR USING ANY OPSYS TECHNOLOGY, YOU ("**CUSTOMER**") AGREE TO THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY OPSYS TECHNOLOGY.

1.   **Definitions**. For all purposes of this Agreement, the terms defined below, when used with initial capital letters, will have the following meanings:

(a)   "**Documentation**" means the user manuals and operator instructions issued by Opsys in conjunction with the Hardware or Software.

(b) "**Intellectual Property Rights**" means trade secrets, patents, copyrights, trademarks, trade dress, know-how and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.

(c) "**License**" means the license granted by Opsys to Customer as provided in Section 2(a) below.

(d) "**Opsys**" means Opsys Tech Ltd.

(e) "**Opsys Technology**" means the Hardware, Software and Documentation.

(f)   "**Order Form(s)**" mean the document(s) by which the Customer orders the Hardware or Software and any related services, as applicable, and which are executed by the parties, including any terms and conditions attached thereto or referenced therein.

(g) "**Software**" means the proprietary computer software program(s) owned by Opsys embedded or installed in the products ("**Hardware**") delivered directly (or when permitted by Opsys, resold through one or more tiers of distribution) (i) by Opsys to Customer under an Order Form or (ii) by an authorized reseller to Customer, and any Updates thereto that are delivered to Customer by Opsys under this Agreement. "Software" will not include any software owned by a third party that is embedded or installed in such products or otherwise delivered by Opsys to Customer ("**Third-Party Software**").

(h) "**Updates**" mean any maintenance releases, bug fixes, technological fixes, feature enhancements or improvements, theme upgrades and other changes made to and entirely new versions of the Software.

2.   **License.**

(a) License Grant. Subject to the terms and conditions of this Agreement, Opsys hereby grants to Customer a non-exclusive, non-transferable, perpetual, world-wide non-sublicensable limited right and license as follows: (i) to use the Software to operate the Hardware containing such Software in object code form only as delivered pursuant to this Agreement for Customer's internal business purposes; and (ii) to use the Documentation as reasonably necessary for its internal use related to the License granted under the foregoing subclause (i).

(b) Reserved Rights. Any rights not expressly granted in Section 2(a) above are reserved by Opsys. Without limitation of the foregoing, Opsys reserves the right to license the Opsys Technology to others on such terms as Opsys may establish in its sole discretion. Customer acknowledges that no exclusive right of any kind is granted to Customer by the terms of this Agreement.

3.   **Limitations and Restrictions.** It is expressly understood and agreed that the License is subject to the following limitations and restrictions: (a) Customer may not use the Software except to operate the Hardware containing such Software for Customer's internal business purposes; (b) Customer may not use the Opsys Technology in a network or similar configuration which permits access to the Software by more than one user or workstation at a time; (c) Customer may not distribute the Opsys Technology, or any copy thereof, by transfer, lease, loan or any other means, or make it available for use by others in any manner, including without limitation by any time-sharing, service bureau or similar arrangement; (d) Customer will not remove, obliterate, obscure, or conceal the proprietary notices or legends which appear on the Opsys Technology; (e) Customer has no right to

obtain or have access to the source code or systems and programming documentation of the Opsys Technology or any part thereof; (f) the Opsys Technology and all information related thereto will be subject to Customer's obligations of confidentiality under Section 9(b) below; (g) Customer may not alter, modify, adapt or create derivative works from the Opsys Technology; (h) Customer may not decompile, disassemble, translate, or otherwise reverse engineer the Opsys Technology or any part thereof; (i) Customer may not use the Opsys Technology to create any product or service competitive to the Opsys Technology; and (j) Customer may not share or publish the results of any benchmarking or performance testing, and/or compatibility analysis of the Opsys Technology without Opsys's prior written consent.

4.   Other Obligations of Customer. Customer will comply with all laws (including federal, state and local laws and regulations, orders and ordinances) now or hereafter enacted, of any jurisdiction in which performance occurs or may occur hereunder. Without limitation, Customer hereby acknowledges that the rights and obligations of this Agreement are subject to the laws and regulations of the Israel, United States and other jurisdictions relating to the export of products and technical information, and Customer will comply with all such laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use Opsys Technology in, or export it to, a country subject to a United States embargo (as of the August 1, 2024, Cuba, Iran, North Korea, Sudan, and Syria). Customer will be solely responsible for its violations of any of the foregoing.

5.   Third-Party Software. Any and all Third-Party Software is subject to its own license or sub-license terms determined by the owner of such software. Customer hereby agrees to any and all such terms, and acknowledges that such Third-Party Software is licensed directly by the applicable third party to Customer. Opsys is not responsible for such Third-Party Software, including for the accuracy, availability or reliability of such Third Party Software. Opsys enables the use of such Third Party Software merely as a convenience and the integration or inclusion of such Third Party Software does not imply an endorsement or recommendation. Opsys will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Software. The owner of any Third Party Software may enforce the Sections 3, 4, and 10(c) of this EULA with respect to the applicable Third Party Software as an intended third party beneficiary.

6.   Warranties; Disclaimer.

(a) Customer represents and warrants as of the effective date hereof that (i) if such Party is a legal entity, it is a corporation or other legal entity duly organized, validly existing and in good standing under the laws of the state or other jurisdiction of its organization, and has full corporate power and authority to enter into this Agreement; (ii) this Agreement has been duly executed and delivered by it and is a binding obligation of it, enforceable in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally, and to general equitable principles; and (iii) it is not subject to a petition for relief under any bankruptcy legislation, it has not made an assignment for the benefit of creditors, it is not subject to the appointment of a receiver for all or a substantial part of its assets, and it is not contemplating taking or becoming subject to any of the foregoing.

(b) Customer is solely responsible for ensuring that it is in compliance with all applicable legal requirements for the use of the Opsys Technology and operation of the equipment or other solution in which it is installed. Customer represents, warrants and covenants that it will, at all times, comply with all applicable local, state, national, and international laws and regulations related to the use of the Opsys Technology and operation of the equipment or other solution in which it is installed. Customer will obtain and maintain all necessary licenses, consents, and authorizations of any kind. Customer acknowledges that Opsys is acting as a licensor and application service provider for software and hardware, and that Opsys does not have any obligation or responsibility to review any products or other deliverables provided or used by Customer when integrating the Opsys Technology to determine whether its use may result in liability to Customer, Opsys, or any third party.

(c) Customer acknowledges that, unless specifically stated in a written agreement between Customer and Opsys, the Software and the Third-Party Software are not designed, intended, authorized, or certified for use in environments or applications where failure or inaccuracy of the Software or Third-Party Software could lead to death, personal injury, or severe physical or environmental damage, including but not limited to life-safety applications, and Opsys Technology, as well as related Software and Third-Party Software, operate only as indicators and decision-making functions and the results and consequences of such decisions are not the responsibility of Opsys.

(d) TO THE FULLEST EXTENT ALLOWED BY LAW, OPSYS DOES NOT MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO THE OPSYS TECHNOLOGY, OR ANY SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN,

EXPRESS, IMPLIED, OR STATUTORY; AND THE OPSYS TECHNOLOGY AND ACCOMPANYING SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" INCLUDING WITH ALL FAULTS AND ERRORS AS MAY OCCUR THEREIN. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH ABOVE, ANY WARRANTY, CONDITION, OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITH RESPECT TO OPERABILITY, USE, ACCURACY, VALIDITY, MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. OPSYS DOES NOT WARRANT THAT THE OPSYS TECHNOLOGY WILL MEET THE CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE OPSYS TECHNOLOGY WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE USE OF THE OPSYS TECHNOLOGY IS AT THE SOLE DISCRETION AND RISK OF THE CUSTOMER AND/OR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS. WITHOUT LIMITING THE FOREGOING, OPSYS DOES NOT MAKE ANY WARRANTIES REGARDING THIRD PARTY SOFTWARE; WHICH MAY BE SET FORTH IN A SEPARATE AGREEMENT BETWEEN CUSTOMER AND THE OPSYS OF SUCH THIRD-PARTY SOFTWARE. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE AND ANY FAILURE THEREOF. Some states may not allow the exclusion or limitation of warranties, so the above limitation or exclusion may not apply to Customer.

(e) The law regarding warranties can vary from state to state, and Customer may have other legal rights or obligations existing under state law.

7. Indemnification. Customer hereby agrees to indemnify and hold harmless Opsys and its employees, agents, successors and assigns, from and against any and all loss, damage, liability, and expense arising out of, in connection with, or resulting from any claim that may be made against Opsys by any person to the extent resulting from: (a) the failure of the Customer to comply with its obligations under this Agreement or any breach of Customer's covenants herein; (b) any negligent, reckless, or willful acts or omissions of Customer or its employees, agents, subcontractors, successors, or assigns; (c) any modification or improper use of the Opsys Technology by any or on behalf of Customer or its employees, agents, subcontractors, successors, or assigns; (d) any knowing violation of the law on the part of the Customer or its employees, agents, subcontractors, successors, or assigns and (e) installation of any Opsys Technology.

8. Limitation of Liability. OPSYS'S AND ITS THIRD-PARTY VENDORS' MAXIMUM TOTAL LIABILITY FOR ALL MATTERS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF THE PRODUCT PURCHASE PRICE PAID TO THE OPSYS FOR THE APPLICABLE HARDWARE GIVING RISE TO THE CLAIM. IN ANY EVENT, NEITHER OPSYS NOR ANY OF ITS THIRD-PARTY VENDORS WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES IN CONNECTION WITH ANY MATTER ARISING UNDER OR RELATED TO THIS AGREEMENT, EVEN IF OPSYS WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Some states may not allow the exclusion or limitation of liability or certain damages, so the above limitation or exclusion may not apply to Customer. This Agreement gives Customer specific legal rights and obligations, and Customer may also have other legal rights or obligations which vary from state to state.

9. Proprietary Rights and Confidentiality.

(a) <u>Proprietary Rights</u>. The Opsys Technology and all proprietary rights therein, including without limitation any and all copyrights, patents, trademarks, and trade secret rights with respect to any of the Opsys Technology, will be and remain at all times the property of Opsys, and Customer will have no right, title or interest therein except as expressly provided herein. The foregoing will also apply to any derivative works of or improvements to any of the Opsys Technology that are made either by Opsys or by Customer, or by any person under contract to either of them.

(b) <u>Confidentiality</u>.

(i) For purposes hereof, "**Opsys Proprietary Information**" will mean (a) the Opsys Technology and any and all information with respect thereto, (b) the Data and (c) any other information that is disclosed by Opsys to Customer under or in connection with this Agreement, provided that "Opsys Proprietary Information" will not include any such information that (1) is generally known to the public or in the trade, or becomes so generally known without breach of this Agreement by Customer; (2) is shown by written record to have been known to Customer prior to its disclosure by Opsys hereunder; or (3) is disclosed to Customer without restriction of confidentiality by a third party who is not in breach of an obligation of confidentiality to Opsys in making such disclosure. Customer

acknowledges that the Opsys Proprietary Information constitutes trade secrets and proprietary information of great value to Opsys.

(ii)   Customer will keep confidential the Opsys Proprietary Information and all copies or physical embodiments thereof in its possession, and will limit access to the Opsys Proprietary Information to those of its personnel who (a) have a demonstrable need for such access in connection with Customer's use of the Opsys Technology as permitted by this Agreement and (b) have executed written confidentiality agreements establishing protection for the Opsys Proprietary Information reasonably equivalent to the provisions of this Section 9(b). Customer will not seek to reverse engineer, reverse assemble or decompile any part of the Opsys Proprietary Information in an attempt to discover any of the proprietary algorithms or techniques or other trade secrets of Opsys embodied therein or used in the development thereof, and Customer will not permit any of its personnel or customers or any other person to do so. Customer will not use any part of the Opsys Proprietary Information in any manner other than as expressly authorized under this Agreement or otherwise in writing by Opsys. Customer will secure and protect the Opsys Proprietary Information and any and all copies thereof in its possession through security measures at least as protective as those used by Customer to maintain the security of its own proprietary source code and information of a similar nature and value, and in any event no less than a reasonable degree of security.

10. Term and Termination.

(a) Term. The term of the License and of this Agreement will extend until termination of this Agreement under Section 10(b).

(b) Termination. Customer will be deemed to be in default under this Agreement, and Opsys may terminate this Agreement in whole or in part by written notice to Customer, in the event of the occurrence of any of the following: (i) if Customer violates the confidentiality provisions of Section 9(b) of this Agreement, or uses, reproduces, distributes or sublicenses, as applicable, any of the Opsys Technology in any manner not authorized by the License granted herein; (ii) if Customer assigns, attempts to assign or is deemed to have assigned this Agreement under Section 13 below; (iii) if Customer fails to observe or perform any term or condition of this Agreement and does not cure such failure within 30 days after written demand by Opsys; or (iv) if Customer makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against Customer and is not dismissed within 30 days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of Customer

(c) Rights and Obligations on Termination. Upon any termination of this Agreement the License granted under this Agreement will terminate, and Customer will immediately cease all use of the Software and Documentation and return to Opsys all copies, notes, memoranda, and other tangible embodiments of Opsys Proprietary Information in its possession or under its control, or destroy all such tangible embodiments and certify such destruction in writing to Opsys. Upon such termination, all rights and obligations of the parties under this Agreement will cease except that (i) Customer will remain obligated to make any payment due or to become due under this Agreement; (ii) Customer' obligations under Section 9(b) will continue and survive such termination; and (iii) the provisions of Sections 1, 4, 5, 6, 7, 8, 9, 10(c), 10(d), 11, 12 and 13 and will remain in effect.

(d) The termination of this Agreement or any license will not limit either party from pursuing any other remedies available to it, including injunctive relief.

11. Restricted Rights. If Customer is a U.S. federal government end user, the Software object code is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, this software is licensed to Customer with only those rights as provided under the terms and conditions of this Agreement.

12. Governing Law. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby will be governed by and construed in accordance with the laws of the Israel without regard to its rules of conflict of laws. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts located in Tel Aviv, Israel (the "Israel Courts") for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Israel Courts and agrees not to plead or claim in any Israel Court

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that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Israel Courts.

13. Miscellaneous. Opsys will have no liability under this Agreement for Opsys' failure or delay in performing any of the obligations imposed by this Agreement to the extent such failure or delay is the result of any event beyond Opsys' reasonable control or anticipation. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and the remainder will continue in effect, to the extent consistent with the intent of the parties as of the effective date of this Agreement. Nothing in this Agreement will be construed to place the parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties. Neither party will represent to the contrary, either expressly, implicitly or otherwise. Customer may not assign or transfer this Agreement or any rights or duties hereunder in whole or in part, without the prior written consent of Opsys. Any attempted assignment, delegation or transfer by Customer in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns. All notices under this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when delivered personally or by a commercial overnight carrier, with written verification of receipt. All communications will be sent to the headquarters address of the applicable recipient with attention to "Sales/Purchase Orders" or such other addresses designated in writing by the applicable party. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, purchase order acknowledgments or quotations. This Agreement may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of both parties.