

AYYEKA TECHNOLOGIES LTD.
SOFTWARE LICENSE AGREEMENT

This License was last modified on December 1, 2015.

Important Notice - Please read this Software License Agreement (hereafter “**License**”) carefully before using either the Web-Based User Interface, Private Cloud, or on-premises Ayyeka User Interface (hereafter “**Software**”). The use of the Software furnished and supplied by Ayyeka Technologies Ltd. (hereafter referred to as “**Ayyeka Technologies,**” “**we,**” or “**us**”) is, and shall be, subject to the terms and conditions set forth in this License. The term “**Software**” shall also include any future updates (hereafter “**Updates**”) to the Software that are not delivered to you under separate terms. **If you do not agree to this License or are not willing to be bound by its terms, do not use or promptly discontinue use of the Software in any capacity and erase any and all copies of the Software and any part thereof. By downloading, installing, and/or using the Software and any future updates on your computer(s), server(s), and in conjunction with any third-party software or services, you are accepting this License and agreeing to be bound by its terms and conditions.**

1. Title & Ownership.

This is a license agreement and not an agreement for sale. The Software, including any revisions, corrections, modifications, enhancements, derivative works, updates and/or upgrades thereto, and the related documentation, are not for sale and are and shall remain in Ayyeka Technologies' sole ownership. All intellectual property rights (including, without limitation, patents, copyrights, trade secrets, trademarks, and/or any application thereof) evidenced by or embodied in and/or attached/connected/related to the Software, but except for third parties' software embodiments as defined below, are and shall be owned solely by Ayyeka Technologies. Nothing in this License constitutes a waiver of Ayyeka Technologies' intellectual property rights under any law.

2. Data & Information Security.

The Software is used to collect and process data transmitted from Ayyeka Technologies-branded remote monitoring devices (hereafter “**Wavelet Kits**”) as well as personal information you willingly provide to us or one of our affiliates. The data and information we collect and process from Wavelet Kits enables us to continue to improve the Software and customer experience we provide, and it may be helpful in future product and technology development. Ayyeka Technologies takes the privacy and security of your personal information and data very seriously. We work hard to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data we hold or process. In particular:

- Ayyeka Technologies secures its Software and your data and information using some of the most sophisticated data encryption and cyber-security technology available in the market.
- We review our data and information collection, processing, and storage practices to guard against unauthorized access to systems.
- We restrict access to data and personal information to Ayyeka Technologies employees, contractors and agents who need to know that information in order

to process it for us, and who are subject to strict contractual confidentiality obligations.

Ayyeka Technologies will never share your or any End User's personal information or personally-identifiable data with any third party unless you consent to us sharing such data with third parties. At all times, your information and data will be used in accordance with Ayyeka Technologies' Privacy Policy, which can be found at <http://www.ayyeka.com/legal/privacy>.

Ayyeka Technologies will collect, process, and store aggregated non-personally identifiable data (hereafter "Aggregated Data") transmitted from Wavelet Kits from all users of the Software. We use Aggregated Data to assess the overall use of the Software by customers in order to determine how the Software is being used and how it and other solutions, products, or services can be developed and improved. We may use Aggregated Data to track market trends. We may also share Aggregated Data with our suppliers and business partners, including sensor manufacturers and providers of data analytics and business intelligence solutions. We will not, however, link your data or with personally identifying information. Aggregated Data will be anonymized and cannot be used to identify you or any other user of the Software.

By using the Software, you expressly consent that Ayyeka Technologies may use and share Aggregated Data for the purposes elaborated above.

3. Software License.

Subject to the full payment of the applicable license fees and during the license term you or any End User agreed to and paid for, Ayyeka Technologies hereby grants to you, and you hereby accept, a personal, non-transferable, non-sub-licensable, non-exclusive, revocable, limited license that is intended to restrict unauthorized access to the Software by: (i) installing or use the Software solely on the servers and computers for which you or any End User uses for business purposes; and (ii) using the Software on server/s and computer/s located at or owned by your own place of business only, solely for the purpose contained in this License.

4. Prohibited Uses.

You agree not to (i) use the Software in violation of this License; and/or (ii) sell, license, lease, assign, transfer, sub-license, pledge or share your rights under this License with/to any third party; and/or (iii) modify, merge, disassemble, decompile, reverse engineer, revise or enhance the Software, or attempt to discover the Software's source code; and/or (v) make any copy of the Software and/or use any permitted back-up or archival copies of the Software (or allow someone else to use such copies) for any purpose other than to replace an original copy if it is destroyed or becomes defective.

5. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, the Software is provided "as is" and "as available", with all faults and without warranty of any kind, and Ayyeka Technologies and Ayyeka Technologies' licensors (collectively referred to as "Ayyeka Technologies") hereby disclaim all warranties and conditions with respect to the Software, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, and non-infringement of third party rights.

Ayyeka Technologies does not warrant that the Software will completely meet your requirements or that its operation will be uninterrupted or error-free. Ayyeka

Technologies shall not be responsible for any loss, manipulation, or theft of data caused as a result of, but not limited to, failure of electrical power, failure of telecommunication networks, inappropriate operating environment or conditions, any third-party's actions, or negligence.

No Ayyeka Technologies' dealer, distributor, reseller, agent or employee is authorized to make any modifications, extensions, or additions to this Disclaimer of Warranties in any way.

6. Exclusion of Consequential Damages.

Ayyeka Technologies, our dealers, distributors, resellers, agents, and each of their respective employees, officers, directors, and representatives shall not be liable (whether under contract, tort (including negligence) or otherwise) to you or any End User, or any third party for any loss or damage (including indirect, punitive, special or consequential damages), including, without limitation, death, bodily injury or personal harm, loss or damage to property, business earnings, lost profits or goodwill and lost or damaged data or documentation, suffered by any person, arising from and/or related with and/or connected to any use of the Software and/or any component of the Software, even if Ayyeka Technologies is advised of the possibility of such damages.

7. Limitation of Liability.

In no event shall Ayyeka Technologies' total monetary obligation and liability, under any claim for any causes of action pursuant to this agreement, exceed the payments made by you to Ayyeka Technologies' for the Software during the preceding twelve (12) months prior to the event in which such liability was incurred.

8. Indemnification.

You will defend, indemnify, and hold harmless Ayyeka Technologies, our dealers, distributors, resellers, agents, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the data and Software and any and all services; (b) breach of this License or violation of applicable law by you or any End User; and (c) a dispute between you and any End User or third party. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process.

9. Third Parties Software.

The Software contains certain software components provided to Ayyeka Technologies by third parties licensors (the "**Licensor/s**") under certain license terms. You acknowledge that such third parties' software is provided "as is" without any warranty of any kind and shall be subject to any and all limitations and conditions required by each respective Licensor, as set forth in the license agreements applicable to such Licensors' software. The restrictions contained in this License shall apply to all such Licensors' software respectively.

10. Term; Termination.

10.1. Term.

The term of this License will commence on the Effective Date and will remain in effect until terminated by you or us in accordance with Section 10.2.

10.2. Termination.

10.2.1. Termination for Convenience

You may terminate this License for any reason by: (i) providing us notice in writing at least 7 days prior to the date on which you wish to terminate the License and (ii) closing your account for all Services for which we provide an account closing mechanism. We may terminate this License for any reason by providing you 30-days advance notice.

10.2.2. Termination for Cause.

(i) By Either Party. Either party may terminate this License for cause upon 30-days advance notice to the other party if there is any material default or breach of this License by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period.

(ii) By Us. We may also terminate this License immediately upon notice to you (a) for cause, if any act or omission by you or any End User results in a suspension if our relationship with a third party partner who provides software or other technology we use to provide the Software expires, terminates or requires us to change the way we provide the software or other technology as part of the Software, (b) if we believe providing the Software could create a substantial economic or technical burden or material security risk, (c) in order to comply with the law or requests of governmental entities, or (d) if the Software has become impractical or unfeasible for any legal or regulatory reason.

10.2.3. Effect of Termination.

Failure to comply with the terms of this License shall immediately terminate your license and rights under this License and have the following effects:

- (i) the license granted to you shall expire and you shall immediately discontinue all further use of the Software;
- (ii) you shall promptly return to Ayyeka Technologies all tangible property representing Ayyeka Technologies' intellectual property rights and all copies thereof and/or shall erase/delete any such information held by you in electronic form.
- (iii) Sections 1, 4, 5, 6, 7, 8, 10, and 12 shall survive any termination of this License.

11. Severability.

If any portion of this License is held to be invalid or unenforceable, the remaining portions of this License will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion.

12. Governing Law & Jurisdiction.

This License shall be construed and governed in accordance with the laws of Israel without regard to conflict of law provisions, and only the competent courts of Tel-Aviv, Israel shall have jurisdiction in any conflict or dispute arising out of this License. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded herein. 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.

13. Modifications.

We may modify this License at any time by posting a revised version on the Ayyeka Technologies site or by otherwise notifying you in accordance with Section 14.2. It is your responsibility to check the Ayyeka Technologies Site regularly for modifications to this License. We last modified this License on the date listed at the end of this License.

If we are involved in a reorganization, merger, acquisition or sale of our assets, your data and information may be transferred as part of that deal. We will notify you of any such deal and outline your choices in that event.

14. Miscellaneous.

14.1. Separate Agreements.

This License represents the complete agreement concerning the Software and the License hereunder and may be amended only by Ayyeka Technologies. In case you or any End User have executed a separate agreement for the use of the Ayyeka Technologies Software, then in case of contradiction, the terms and conditions of this License shall supersede and govern the terms and conditions of any such separate agreement.

14.2. Notice.

We may provide any notice to you under this License by: (i) posting a notice on the Ayyeka Technologies site; or (ii) sending a message to the email address then associated with your account.

You expressly acknowledge that you have read this License in its entirety and understand the rights, obligations, terms and conditions set forth herein. By clicking on the accept button and/or by continuing to install the software, you expressly consent to be bound by its terms and conditions.

I accept all of the foregoing terms either by clicking here or by any further use of the Ayyeka Technologies Software.

I do not accept all of the foregoing terms and will not install or use the Ayyeka Technologies Software.