

END USER LICENSE AGREEMENT

(Beta Version)

THIS BETA VERSION END USER LICENSE AGREEMENT IS A LEGAL CONTRACT. PLEASE READ IT CAREFULLY.

The terms set forth in this beta version end-user license agreement (respectively the “**Terms**”) govern your access to and use of the cloud-based software-as-a-service application known as “IMPFinder” (the “**Cloud Application**”), which is developed, owned and managed by InfoMiner Ltd. (“**InfoMiner**,” “**we**,” or “**us**”). You may access the Cloud Application via a browser shortcut, which you may pin on your browser taskbar.

1. Acceptance of these Terms

Your use of and access to the Cloud Application is conditioned on your full acceptance of and compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

By using and/or accessing the Cloud Application you are indicating that you have carefully read the Terms herein, and that you understand and agree to be bound and abide by these Terms.

The Cloud Application is not to be directly and/or indirectly used by or on behalf of a company or any legal body. The Cloud Application may be used solely by individuals, and solely for personal, non-commercial purposes.

If you do not accept any or all of the Terms herein, then we will not be able to license the use and/or access to our Cloud Application to you, and you must refrain from directly and/or indirectly use and/or access the Cloud Application, and any part of the foregoing thereof.

2. Rights to Use the Cloud Application

Subject to your full and timely compliance with the Terms herein, we grant you a free of charge, non-exclusive, non-transferable, non-assignable, fully revocable license to: (i) use and access the Cloud Application solely for your own personal, non-commercial and lawful use, for the duration specified herein. The rights above may be suspended or terminated by us at any time, for or without a reason the need to assign a reason. If we suspend or terminate the rights herein, we will, but are not obligated, endeavor to give you advance notice, provided that you have provided us with accurate contact details. However, nothing herein does or may be construed as creating an obligation on our part to give you advance notice of any termination or suspension of your rights herein, and we reserve the right to suspend or terminate your rights herein without notice.

3. Prohibitions

a. The Cloud Application, and any part thereto, is intended to be used only in accordance with the Terms hereof and solely for the purpose intended, and in any event, solely for lawful and moral uses. Any other use of the Cloud Application is strictly prohibited.

b. You may not, and you undertake not to: (i) copy, modify or distribute the Cloud Application for any purpose; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the Cloud Application to any third party; (iii) decompile, reverse-engineer, disassemble, or create derivative works of or based on the Cloud Application; (iv) make the functionality of the Cloud Application available to multiple users through any means; (v) use the Cloud Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms or our applicable documentation; (vi) access or use any areas of the Cloud Application for which we have not granted you authorization, or tamper or interfere with our computer systems or the technical delivery systems of our providers; (vii) gather or use information, such as other users’ names, real names, or email addresses, through the Cloud Application to transmit any unsolicited advertising, junk mail, spam or other form of solicitation; or (viii) encourage or enable anyone to do any of the foregoing.

c. You promise to fully indemnify and hold InfoMiner and its representatives harmless against any claims, liabilities, costs, expenses, and other harm arising from your unauthorized use of the Cloud Application or any other violation of these Terms (including any of the prohibitions stated above). We

reserve the right, but have no obligation, to monitor compliance with the prohibitions set forth above, and we may investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

4. Ownership

a. Your rights with respect to the Cloud Application are limited to those expressly granted in Section 2 above. We reserve sole and exclusive ownership and title in and to the Cloud Application, and all copyrights, patents, trademarks, and other intellectual property rights therein. You may not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices appearing on the Cloud Application.

b. If you provide us with any suggestions, comments, or other feedback regarding the Cloud Application ("**Feedback**") you acknowledge that such Feedback will become automatically and without the need of further notice and/or consent the exclusive property of InfoMiner, and we may use (or not use) any such Feedback in any manner and for any purpose, without compensation to you and without implying or creating any interest on your part in any of our products or services that may be based on such Feedback. You hereby irrevocably assign to us for no charge whatsoever all rights, titles, and interest in any Feedback you provide.

5. Modifications

The Cloud Application may change from time to time (for example, we may, increase or decrease server capacity, or modify our user interface), and/or we may stop providing the Cloud Application or any of its features (permanently or temporarily), possibly without prior notice to you. Notwithstanding anything to the contrary herein, you are advised that we may decide to charge users a fee for the use of certain features, although if we do, we will post a notice on our website (which address is: www.infominer.co.il), at least seven days before such charge takes effect. In view of the foregoing, we encourage you to often visit our website, so that you are updated of any such change in policy and/or Terms.

Without derogating from the above, should we decide at any time to charge for the use of the Cloud Application, or for any feature within the Cloud Application, we shall post a notice on our website (described above) or, when possible, send you an email notice (provided, however, that you have provided us with your email address and that on the applicable date thereof, such email address is up-to-date). On posting such notice on our said website, or as of the date upon which we have sent you an email notice, you shall have 7 days within which to register for the continued use of the Cloud Application, or any applicable feature therein, and settle any payment obligation as advised by us. You recognize and acknowledge that your failure to settle payment of set forth herein above within the time period prescribed in the notice shall entitle us to delete Cloud Application account, and all data, information and content created by you and/or a third party therein, without the need that we retain a backup, and all such data, information and said content shall be forever lost and no longer be accessible.

6. Your Account

In order to access and use certain features of the Cloud Application, you will need to register and create an account ("**Account**"). By creating an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States of America, Israel, or any other applicable jurisdiction. When creating an Account, you may be required to provide certain personal information about yourself and will establish a username and a password. You agree to provide accurate, current and complete information about your Account. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter is or becomes inaccurate, false or misleading. You are responsible for maintaining the confidentiality of your password and Account and agree to notify us if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for all activities that occur under your Account.

7. Data Collection and Transmission

a. The Cloud Application may collect information associated with your use and/or access to the Cloud Application, including data associated with and/or located in your Google Drive, email address and data stored in your email account, (collectively, "**Data**").

b. You consent to our collection, transmission, storage, monitoring, copying, processing, analysis and use of the Data to administer the Cloud Application, to develop and improve the Cloud Application and our other products and services, and to monitor compliance with these Terms. You acknowledge that this may include transmission of your Data to or from locations in the United States, Europe, and other countries or jurisdictions, potentially including those outside of where you reside or use the Cloud Application. We may also disclose Data as needed to cooperate with law enforcement activities and otherwise to fulfill our legal obligations and protect our legal rights. You are solely responsible for securing any privacy-related rights and permissions from your individual users of the Cloud Application, consistent with this Section 7, as may be required by local law or by your organization's internal policies.

c. **Note that the use of the Data is further governed by our Privacy Policy, as set forth in the following link: [\[privacy policy link\]](#).**

8. Contacting You

As part of making the Cloud Application available to you, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Cloud Application and your Account, which you may not be able to opt-out from receiving.

9. Third-Party Software

The Cloud Application may be accompanied by or utilize certain third-party software components, libraries or applications that are distributed (with or without modifications) under open-source licensing terms (the "**Open-Source Components**"). Your rights with respect to the Open-Source Components are, to the extent of any conflict with these Terms, governed by and subject to the terms of the open-source licenses under which they are distributed. You are responsible for complying with those licenses. Please refer to our website for more specific information regarding the Open-Source Components that we redistribute and the licenses that apply to them. You may not assume or infer that we endorse, or that we have reviewed, verified, or authenticated, any Open-Source Components or other third-party software that may be furnished with, available through, or used in connection with the Cloud Application. Open-Source Components and any other third-party software, and the information or results provided by them, may be unreliable, inaccurate, incomplete, delayed, or otherwise defective. We make no representations, warranties, or guarantees in connection with any third-party software or the information or results provided by it. You acknowledge sole responsibility for and assume all risk arising from your use of or reliance on any third-party software.

10. Verification and Audit

We may (but are not required to) monitor the use of the Cloud Application. Accordingly, you agree to track and keep records of the individual users using the Cloud Application and promptly notify us if you learn of any unlicensed use.

11. Termination

We have the right to suspend or terminate the use of the Cloud Application, or any feature therein, in accordance with the terms of these Terms.

We explicitly state that we have no obligation to offer license renewals or extensions for the use and/or access to the Cloud Application, or any feature therein, and we may condition renewals upon your acceptance of revised or new terms and conditions.

Your rights under these Terms will automatically terminate, and we may suspend or terminate your Account and your use of the Cloud Application, immediately and without notice if you breach any of these Terms. In addition, we may suspend your Account and your use of the Cloud Application as we deem appropriate to prevent, investigate, or otherwise address any suspected misuse of the Cloud Application.

Upon expiration or termination of these Terms or your Account, the provisions of Sections 3, 4, 10, and 12 through 17 will survive any expiration or termination of these Terms, and we shall have the right to delete the Cloud Application and the Account, and all data, information and content created by you and/or a third party therein, without the need that we retain a backup, and all such data, information and said content shall be forever lost and no longer be accessible.

12. Disclaimers

a. You understand and agree that the Cloud Application are at their beta stage and are provided to you "AS IS" and on an "AS AVAILABLE" basis. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND/OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Cloud Application will meet your requirements, or be available on an uninterrupted, secure, or error-free.

b. Some states or jurisdictions do not allow the exclusion of express or implied warranties in certain circumstances, so the above disclaimer may not apply to you. IN THAT EVENT, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW.

13. Limitation of Liability

c. OUR TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL NOT EXCEED THE AMOUNT OF FEES YOU PAID US FOR THE USE THEREOF. IF YOU HAVE AN EVALUATION OR OTHER NON-PAID LICENSE, WE WILL HAVE NO LIABILITY TO YOU WHATSOEVER; PROVIDED, HOWEVER, THAT WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED, OUR TOTAL LIABILITY SHALL INSTEAD BE LIMITED TO THE SUM OF TEN U.S. DOLLARS (\$10) PER LICENSE.

d. WE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR COSTS OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING IN ANY WAY OUT OF THESE TERMS OR RESULTING FROM YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE CLOUD APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

e. You acknowledge that it is your responsibility to implement back-up plans and other safeguards appropriate for the value of the networks, devices, data, and systems with which you use the Cloud Application and, accordingly, that the foregoing exclusions and limitations of damages and liability are reasonable. The allocation of risk described in this Section 13 is an essential basis of the bargain between you and us, and without it, the fees charged for the Cloud Application would be significantly higher. To the extent, if any, that applicable local laws prohibit the exclusion or limitation of certain liabilities or damages, the provisions of this Section 13 will apply only to the maximum extent permitted by such laws.

14. Maintenance and Support

We have no software maintenance or technical support obligations under these Terms. We may from time to time offer maintenance and support services or other add-on services for the Cloud Application, the scope of which shall be at our discretion.

15. Export Control

You agree to comply fully with all relevant export laws and regulations of Israel and the United States and other applicable jurisdictions to ensure that the Cloud Application is: (i) downloaded or otherwise exported or re-exported directly or indirectly in violation of such export laws and regulations; or (ii) used for any purposes prohibited by the such export laws and regulations, including but not limited to nuclear, chemical, or biological weapons proliferation.

16. General

These Terms will be governed by and construed in accordance with the laws of the State of Israel, without regard to or application of conflict of laws rules or principles. The parties to these Terms irrevocably consent to the jurisdiction of, and venue in, the state or federal courts located in the State of Israel for any dispute arising under these Terms. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be

invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. You may not assign, delegate or transfer these Terms or any of your rights or obligations hereunder without our prior written consent, and any attempt to do so will be void. We may assign these Terms without your consent. These Terms constitute the entire agreement between you and us regarding the Software and Cloud Application, and they supersede and replace any prior agreements and understandings between you and us regarding the Software or Cloud Application.

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