

**SOFTWARE LICENSE AGREEMENT FOR RISCO CLOUD**

**and**

**LICENSE TO RISCO SMARTPHONE APP. ("Agreement")**

|  |  |  |
| --- | --- | --- |
| Dated as of | March 20, 2014 | (the "**Effective Date**") |

By and between

RISCO Ltd.

of 14 Hachoma St. Rishon LeZion, Israel

(the "**Licensor**" or "**RISCO**")

|  |  |  |
| --- | --- | --- |
| Full name of Licensee |  | Click here to enter Full Name. |
| Full Address (street,num,city/town,zipcode,country) |  | Click here to enter street,city/town,zipcode,country. |
| Company/VAT no. of Licensee  (the "**Licensee**") |  | Click here to enter Company/VAT. |

Whereas RISCO wishes to License to Licensee and Licensee wishes to license from RISCO the Software (as defined below) in order to offer services to its customers in accordance and subject to the terms hereof, the parties agree as follows:

1. Definitions
   1. **“RISCO's Intellectual Property”** means all worldwide intellectual property owned, developed or established by RISCO including but not limited to (i) patents, patent applications, patent rights and inventions (whether patentable or not) and trademarks; (ii) rights associated with works of authorship including copyrights, copyright applications, copyright restrictions, mask work rights, mask work applications, and mask work registrations, and any software related rights (including the Source Code); (iii) rights relating to the protection of trade secrets, know-how and confidential information; (iv) calibration and testing processes and formulas, including all software related rights (including the Source Code); (v) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (vi) divisions, continuations, renewals, reissues, and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.
   2. **"RISCO Smartphone App"** means RISCO's application for Smartphone as further described in Appendix A hereto.
   3. **"Product"** – Agility 3, LightSyS 2, and any other RISCO product that connects to the RISCO Cloud via GPRS or IP;
   4. **"Software"** – means the machine executable object code version of the RISCO software for RISCO Cloud license granted hereunder by RISCO to Licensee including all associated software components, media, printed materials, and "online" or electronic documentation.
   5. **Confirmed Purchase Order ("CPO")** – an applicable purchase order entered by the Licensee in Licensor's systems and confirmed by the Licensor.
   6. **"Cause"** – Insolvency and/or Breach pursuant to Sections 5.14.2 and 5.14.3, respectively.
2. General Terms and Conditions and CPOs
   1. The General Terms and Conditions of Sale and Delivery **("Terms and Conditions"**) which can be found on Licensor's website at:

<http://www.riscogroup.com/sites/default/files/general_condition_of_sale_and_Delivery__0.pdf> together with all CPOs shall apply to the purchase of Products, Software and RISCO Smartphone App, and to any of those offered as promotional or marketing activities.

* 1. Should Licensee purchase Licensor's support services, such services shall be subject to and in accordance with a separate Service Level Agreement as further detailed in Section ‎3.5.

1. RISCO Cloud Software License
   1. Subject to the terms and conditions of this Agreement, RISCO hereby grants to Licensee (i) a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable license, as hereinafter provided for, the sole purpose of using the Software to interact with the Product in the following territory: Click here to enter territory. (the **"Territory"**) , and; (ii) a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable license, as hereinafter provided for, to offer the Software to be used by end-users in the Territory for the sole purpose of interacting with the Product, constituting altogether, the Software license agreement (the **"SW License"**). The Software is only licensed, not sold.
   2. **Installation** - Licensee may install and use a copy of the Software on Licensee's server running a validly licensed copy of operating system for which the Software was designed. Licensee undertakes to expand Licensee's servers' capacity as required by RISCO, once it reaches the server capacity limit defined in the specifications provided by Risco from time to time.
   3. **Sublicense.** Licensee may not sublicense the SW License.
   4. **Rental.** Licensee undertakes and covenants that it, on its own or by anyone acting on its behalf, will not rent, lease, or lend the Software other than as explicitly set forth in this Agreement.
   5. **Support Services.** Should Licensee request, then RISCO will provide Licensee with support services related to the Software **("Support Services")** in accordance with a Service License Agreement ("**SLA**") to be entered between Licensor and Licensee. Any supplemental software code, documentation or other service provided to Licensee as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this Agreement.
2. RISCO License to The RISCO Smartphone App.
   1. RISCO wishes to License to Licensee and Licensee wishes to license from RISCO the RISCO Smartphone App for the sole purpose of enabling Licensee to offer services to Licensee's end-users in the Territory together with the Product, all in accordance and subject to the terms hereof.
   2. **RISCO Smartphone App. License** – RISCO hereby grants Licensee a limited, non-exclusive, license, for the Territory only, to the RISCO Smartphone App for the sole and exclusive right to offer the RISCO Smartphone App to its end users in the Territory only together with the Product, under the terms and conditions set forth in the End User License Agreement ("**EULA**") attached hereto as **Appendix B (**the **"****RISCO Smartphone App. License")**.
   3. Licensee may not transfer nor grant any right to any copy of the RISCO Smartphone App. License to any third party including sub-contractors and suppliers without RISCO's prior written consent at RISCO's sole discretion.
   4. **Sublicensing.** Licensee may sublicense the RISCO Smartphone App. License only to one end user in the Territory to whom the Product is sold by Licensee provided however, that Licensee ensures that each such end user shall be given access to the RISCO Smartphone App only after such end-user agreed in writing in advance to be bound by the EULA.
3. Additional Declarations, Terms And Conditions
   1. **Back-up** - Licensee may make copies of the Sofware as may be necessary for back up and archival purposes only. All such copies are owned by RISCO and shall be at all times subject to this Agreement.
   2. **Documentation and Related Software.** RISCO shall provide Licensee, with respect to the Software, with user documentation and manuals, marketing materials and takeover instructions, which shall, for the purpose of this Agreement, be an integral part of the Software. RISCO shall provide Licensee, at Licensee's request, with the enhancements and updates made (if made) to the Software, free of charge, provided such enhancements and updates are available for distribution free of charge also to all other licensees of Risco.
   3. **Maintenance of Copyright Notices.** Licensee undertakes and covenants on its own or by anyone acting on its behalf not to remove or alter any copyright notices and trademarks on the Product and copies of the Software.
   4. **Prohibition.** Licensee hereby explicitly undertakes and covenants that it, on its own or by anyone acting on its behalf, will not make any changes to the Software including without limitations, will not reverse engineer, decompile, disassemble, examine, research, add to, improve or make derivatives of the software; and other than the limited license explicitly set forth herein will not make any use, improve, enhance, add to, make derivatives of, examine or research the Software. In the event that, notwithstanding anything contrary to the above, any such addition, improvements, derivatives and/or enhancements of any type, have been made or introduced – these shall be the sole and exclusive property of RISCO and Licensee shall sign any documents and take all steps reasonably required in order to enforce RISCO's rights.
   5. **Use Restrictions.** Each of the following events shall be considered as a material breach of this Agreement: (i) Use of the SW License and/or the RISCO Smartphone App. with products manufactured by or for an entity other than Licensor; (ii) Use of the SW License and/or the RISCO Smartphone App. License to assist in the design, development or verification of a product not manufactured by or for Licensor; and (iii) Use of the SW License and/or the RISCO Smartphone App. License to generate applications for use with products or materials other than those manufactured by or for Licensor.
   6. **Compliance with Applicable Laws**. In performing this Agreement and in using the rights of Licensee set forth herein, Licensee must comply with all applicable laws regarding the sale and distribution of products, use of the Software and/or the RISCO Smartphone App, including without limitation privacy protection and consumer protection laws.
   7. **Protective Measures.** License shall take all requisite measures to protect any and all information, which shall be collected and stored by Licensee for safekeeping in favor of Licensee's clients (end-users). Licensee hereby exempts RISCO from any liability regarding any storage of information by Licensee and Licensee shall keep RISCO harmless and indemnified against any claim by any third party including Licensee's customers (end-users), as further set forth herein, regarding any claim by such third party arising out of loss of information stored by Licensee.
   8. **Intellectual Property Rights.** The Software and the RISCO Smartphone App contain copyrighted material, trade secrets and other proprietary information of Licensor and its licensors and is protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws. To protect Licensor’s and its licensors’ rights in the Software and the RISCO Smartphone App, Licensee agrees, except as specifically permitted by statute by a provision that cannot be waived by contract, not to “unlock”, decompile, reverse engineer, disassemble or otherwise translate to a human perceivable form any portions of the Software and the RISCO Smartphone App provided to Licensee in object code format only, nor permit any person or entity to do so. Licensee undertakes not to remove, erase, alter, tamper, cover, or obscure any confidentiality, trade secret, trade mark, patent, copyright or other proprietary notice or other identifying marks or designs printed or stamped on, affixed to, or encoded or recorded in any component of the Software and the RISCO Smartphone App. Licensee shall reproduce and include in all copies of the Software and the RISCO Smartphone App the copyright notice(s) and proprietary legend(s) of Licensor and its licensors as they appear in the Software and the RISCO Smartphone App.
   9. **Proprietary Rights**.
      1. All title, including but not limited to copyrights, in and to the Software, the RISCO Smartphone App and any copies thereof (as back up only) are owned by RISCO or its suppliers. All title and rights in and to RISCO's Intellectual Property and any future improvements, derivatives or other developments thereof are and shall be owned by RISCO including any changes, improvements, derivatives or other developments thereof made by Licensee or anyone acting on Licensee's behalf or anyone receiving a copy of the Software and the RISCO Smartphone App from Licensee. All modifications or developments to the RISCO Intellectual Property made by RISCO will be exclusively owned by RISCO. All title and Intellectual Property rights in and to the content which may be accessed through use of the Software or the RISCO Smartphone App. is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This License Agreement grants Licensee no rights to use such content.
      2. All title to Licensee's systems shall remain with Licensee. Licensee undertakes, covenants and waives any claim or assertion of infringement, invalidity or any other claim in connection with RISCO's Intellectual Property including in connection with the Product, the Software and the RISCO Smartphone App.
   10. **No Warranties**. To the maximum extent permitted by applicable law, RISCO expressly disclaims any warranty for the Software and the RISCO Smartphone App. The Software and the RISCO Smartphone App is provided 'As Is' without any express or implied warranty or representation, express or implied, including but not limited to any warranties of merchantability, non-infringement, or fitness for a particular purpose, accuracy or completeness of response, results and lack of negligence. Nothing in this Agreement shall impose upon Licensor or its licensors any obligation to support the Software and the RISCO Smartphone App except pursuant to section ‎3.5 above. RISCO does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software and the RISCO Smartphone App. RISCO makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or any other such computer program. RISCO further expressly disclaims any warranty or representation to anyone using the Software whether authorized by Licensee or not.
   11. **Limitation of Liability**. To the full extent permitted by applicable law in no event shall RISCO be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) arising out of the use of or inability to use the Software and the RISCO Smartphone App, even if RISCO has been advised of the possibility of such damages. In no event will RISCO be liable for loss of data or for indirect, special, incidental, punitive, consequential (including lost profit) damages, however caused, or other damages based in contract, tort or otherwise. RISCO shall have no liability with respect to the content and use of the Software and the RISCO Smartphone App or any part thereof (including but not limited to the content which may be accessed through use of the Software or the RISCO Smartphone App), including but not limited to errors or omissions contained therein, libel, infringements of intellectual property rights, rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information. Notwithstanding any damages Licensee might incur for any reason whatsoever (including without limitation, all damages referenced above, and all direct or general damages), the entire liability of RISCO and any of its affiliates and suppliers under any provision of this License Agreement and Licensee's exclusive remedy for all the foregoing, shall be limited to the amount paid by Licensee to RISCO for the Software. Each party acknowledges and agrees that the foregoing liability limitations are essential and material elements of this agreement and that in the absence of such limitations, the material and economic terms of this agreement would be substantially different.

The foregoing limitations and disclaimer (Sections 5.9 and 5.10) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its initial purpose.

* 1. **Reservation of Rights** – Any rights not expressly granted herein are retained by RISCO.
  2. **Notice of Infringement Claims**. Licensee shall provide prompt written notice to RISCO of any claim by a third party that RISCO’s Intellectual Property licensed hereunder infringes the intellectual property rights of any third party.
  3. **Confidentiality.** “**Confidential Information**” - shall mean any information regarding the activities and business of the disclosing party, data or technology owned, licensed or held by the disclosing party, in whatever form (including written or oral information, data or technology, graphic or machine-readable form), including, without limitation, any formulae, specifications, prototypes, designs, drawings, photographs, models, equipment, samples, analyses, computer programs, research materials, development or experimental work, work in progress, inventions, trade secrets, data, concepts, methods, techniques, processes, systems, memoranda, notes, marketing and customer information, personnel information and customers or supplier lists, products plans, business strategies, financial information, projections and any other information, data or technology, as well as improvements and know-how related thereto. As used herein, the terms “disclose” or “disclosure” shall include circumstances in which recipient gains access to Confidential Information before or after the Effective Date. For the avoidance of doubt, nothing herein shall be deemed to impose on the disclosing party any duty or obligation to disclose any such Confidential Information to the receiving party, to the extent not explicitly provided for herein, and such disclosure shall be at all times at the disclosing party's sole and absolute discretion.

Each party agrees not to use Confidential Information disclosed to it by the other for purposes other than related to performance of this Agreement. Except as permitted in this Agreement, neither party will disclose Confidential Information of the other to a third party unless such disclosure is specifically consented to in writing by the other party. Each party hereby consents to the disclosure of Confidential Information to Affiliates which are bound to comparable obligations of confidentiality.

Each party will restrict access to the other’s Confidential Information to those of its employees or independent contractors who require such access. Each party agrees that it will take all reasonable steps to protect the security of and avoid the unauthorized disclosure and use of Confidential Information of the other to prevent it from falling into public domain or the possession of unauthorized persons. Each party agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the other that may come to its attention.

These non-disclosure and non-use obligations shall survive expiration or termination of this Agreement for an unlimited period.

The parties acknowledge that the unauthorized use, disclosure or transfer of Confidential Information will (i) substantially diminish the value to the other Party of the Confidential Information (ii) render the injured Party’s remedy at law to such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If either Party breaches any of its obligations with respect to Confidential Information, the other Party shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

Within a period of thirty (30) days from the earlier to occur of: (i) the Termination of this Agreement; or (ii) a written demand from the disclosing party, the recipient shall return to the disclosing party any and all Confidential Information and all copies of documents containing Confidential Information, and all documentation or media of any nature whatsoever supplied by the disclosing party to the recipient.

The recipient shall not have any rights or lien with respect to the Confidential Information and the above mentioned documentation.

The provisions of this section are in addition to, and not in substitution of, any terms and provisions set forth in any Non Disclosure Agreement (“**NDA**”) entered into by the parties prior to or after the execution of this Agreement. In the event of any disparity between the terms of this section and those of any NDA between the parties, the provisions of this Section shall govern.

* 1. **Term and Termination. Term**. This Agreement shall commence upon the Effective Date and, unless otherwise terminated or canceled as provided below, shall continue in full force and effect there under (the **“Term”**).
     1. Termination for Convenience **("Convenient Termination")**. Either party may terminate this Agreement by providing the other party with a six (6) months advanced written notice, which termination shall become effective upon the lapse of such period.
     2. Termination for Insolvency. either party may terminate this Agreement effective upon written notice to other party: (i) upon the institution by or against the other party of insolvency, receivership, liquidation, moratorium, bankruptcy or similar proceedings or any other proceedings for the settlement of -parties’ debts that is not cancelled within sixty (60) business days, (ii) upon party’s making an assignment or compromise for the benefit of creditors or a similar proceeding, or (iii) upon party’s dissolution or ceasing to do business. such party shall notify the other party of any event described in clauses (i) through (ii) above no later than thirty (30) days after the occurrence of such an event.
     3. Termination for Breach. Without prejudice to any other rights, if Licensee fails to comply with the terms of this Agreement, Licensor may immediately terminate this Agreement and revoke Licensee's rights under the SW License and any applications generated using the SW License and/or the RISCO Smartphone App License and any applications generated in connection with the RISCO Smartphone App License, by a written notice to Licensee, provided that Licensor shall notify Licensee of Licensor's intention to terminate this Agreement (together with the Licenses) at least seven (7) business days in advance to allow Licensee to cure such failure within such time. Should Licensee fail to cure such failure during such notice period, this Agreement shall terminate and the Licenses granted hereunder shall be revoked.
  2. **Effects of Termination**.
     1. Upon termination of this Agreement for Cause:

(i) all rights granted hereunder to the Licensee shall terminate and have no further force and effect, and

(ii) Licensee will destroy any and all copies of the Software, including any derivatives thereof, in Licensee's possession, custody or control and provide to Licensor a written statement signed by an authorized representative certifying such destruction.

(iii) Any terms included in this document that by their nature or otherwise reasonably should survive any termination of the Term shall be deemed to survive including, without limitation, Sections ‎5.8 - ‎5.14, ‎5.16 and ‎5.17all to the maximum extent permitted under applicable law.

(iv) The SLA (to the extent entered into pursuant to Section 3.5 above) shall terminate automatically together with all other licenses and rights granted hereunder by Licensor to Licensee and not explicitly terminated.

* + 1. Upon Convenient Termination of this Agreement:

(i) the end-users' rights (existing as of the date of termination) to use the SW License and/or the RISCO Smartphone App License and any applications generated in connection with the RISCO Smartphone App License for which payment was made to RISCO under this Agreement prior to any such termination, shall survive termination of this Agreement, provided however that the Product is in operating condition and compatible with the SW License version as of the termination date, and so long as the Risco Smatphone App version is compatible with such Product and SW License version, unless such rights are otherwise terminated in accordance with the applicable End-User License Agreement.

(ii) the SLA (to the extent entered into pursuant to Section 3.5 above) shall, subject to timely payments of the service fees to Licensor, continue in full force with respect to those end-user's existing at the date of termination, unless terminated in accordance with its terms, and may be renewed, with respect to those end-user's existing at the date of termination, subject to consent on the commercial terms.

* + 1. Except as explicitly otherwise stated above, upon termination for any reason of this Agreement, Licensee shall immediately stop and cease any operation and/or use of the License and the Risco Smartphone App), however, except in the event of Convenient Termination, Licensee shall be entitled to continue the use of the License and the Risco Smartphone App only for the purpose of (i) continuing the service to the existing end user customers in accordance with this section 5.15, who at the time of termination have already been using the New Product with the RISCO Smartphone App, and (ii) for archival purposes.
    2. Termination of this Agreement shall not relieve the Licensee from its obligation to pay any amounts due or owing to Licensor.
  1. **Miscellaneous**
     1. **Assignment**. The rights of the Parties hereunder are personal and may not be assigned or transferred only with the prior written consent of the other Party.
     2. **Force Majeure**. If a Party is delayed in fulfilling any of the terms and conditions hereunder due to acts of God, war, prohibitions on exports or imports, fires, floods, strikes, sabotage, civil commotion or riots, earthquakes, or any other cause beyond such Party’s reasonable control, time for such performance by such Party shall be extended by the period of time equal to the period of duration of the force majeure event. The delayed Party shall incur no liability to the other Party. Once the force majeure event ceases to exist, all terms and conditions of this Agreement will again be in effect. Notwithstanding the foregoing, if a Party fails, for a period of at least fifteen (15) days to fulfill any of its obligations under this Agreement due to a force majeure event, the other Party may terminate this Agreement upon written notice.
     3. **No Requirements**. No consent, waiver, approval, authorization, exemption, registration, license or declaration is required to be made or obtained by such Party in connection with (i) the execution, delivery or enforceability of this Agreement or (ii) the consummation of any of the transactions contemplated herein.
     4. **Separability of Clauses**. Any provision or provisions of this Agreement which in any way contravene the law of any state or country in which this Agreement is effective shall, in such state or country, to the extent of such contravention of law, be deemed separable and shall not affect any other provisions hereof or the validity of the remaining of this Agreement.
     5. **Local Law Requirements**. Except as otherwise specifically provided herein, RISCO and Licensee, shall each, at their own expense, take such steps as may be required to satisfy any laws or requirements with respect to declaring, filing, recording, or otherwise rendering this Agreement valid.
     6. **Entire Agreement**. The CPO, this Agreement and the EULA attached to this Agreement as Appendix B, sets forth the entire agreement and understanding between the parties on the subject matter thereof, and supersedes all prior discussions and negotiations between them and specifically supersedes and replaces previously executed agreements by the parties. Neither Party shall be bound by any conditions, definitions, representations, or warranties with respect to the subject matter of this Agreement other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by a duly authorized representative of the part to be bound thereby. It is clearly stated that no general terms and conditions of Licensee or any other documents not explicitly mentioned herein shall apply to the transactions contemplated by this Agreement.
     7. **Governing Law and Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in, and the sole and exclusive jurisdiction shall be of, the competent courts of Tel Aviv.
     8. **Paragraph Headings**. Paragraph headings have been inserted solely for the convenience of the parties and shall not be considered a part of this Agreement for interpretation or construction.
     9. **Publicity**. Neither Party shall use the other Party’s names or trademarks, in any advertising, promotional efforts or publicity of any kind without the prior written permission of the other party.
     10. **Waiver**. No waiver of any provision of this Agreement or any right or obligation of a Party shall be effective unless done in writing and signed by both Parties. The failure of either Party to enforce a right shall not constitute a waiver.
     11. **Amendment.** This Agreement shall not be modified or amended except by a written instrument, signed by the parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| RISCO Ltd. |  | Click here to enter Licensee full name |  |
|  |  | After printing Add signature & Company Stamp |  |
|  |  | Click here to enter Full Name. |  |
| (Signatory's Printed Name & Title) |  | (Signatory's Printed Name & Title) |  |
|  |  |  |  |

**Appendix A**

RISCO Smartphone App. - enables the end users to remotely monitor and control their RISCO security system using Wi-Fi or 3G with iPhone, iPod Touch, iPad and Android.   
With RISCO Smartphone App. the end user can:

* Arm/disarm the system
* Bypass detectors
* Control home automation devices
* Take images upon request
* Receive images in cases of alarms
* View the system's history log
* Configure followers for notifications.

In order to connect to the alarm system via the app, the user has to register with a valid username and password.



**Appendix B**

**END USER LICENSE AGREEMENT**

END-USER LICENSE AGREEMENT FOR Smartphone App for RISCO CLOUD

IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALL: **RISCO's** End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and **Risco Ltd. ("RISCO")** for the **RISCO** software product(s) identified above which may include associated software components, media, printed materials, and "online" or electronic documentation ("**SOFTWARE PRODUCT**"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. This EULA represents the entire agreement concerning the SOFTWARE PRODUCT between you and **RISCO**, and supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use in any other way the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is only licensed, not sold.

**1. GRANT OF LICENSE.**

Provided you comply with the terms and conditions of this EULA, RISCO grants to you the following non-exclusive, non-transferable rights:

**(a) Installation and Use.**

You may install and use copies of the SOFTWARE PRODUCT on your computer running a validly licensed copy of the operating system for which the SOFTWARE PRODUCT was designed as per the product specification in the end user manual. You may only use the product for a single installation.

**(b) Backup Copies.**

You may make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes only. You agree that any such copies are owned by RISCO and considered SOFTWARE PRODUCT subject to the EULA.

**(c)** **Reservation of Rights**. Any rights not expressly granted herein are retained by RISCO.

**2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

**(a) Maintenance of Copyright Notices.**

You must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCT.

**(b) Distribution.**

You may not distribute the SOFTWARE PRODUCT or any copy thereof to third parties. Evaluation versions available for download from **RISCO**'s websites may be freely distributed.

**(c) Prohibition on Reverse Engineering, Decompilation, and Disassembly.**

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT.

**(d) Rental.**

You may not rent, lease, or lend the SOFTWARE PRODUCT.

**(e) Support Services.**

**RISCO** may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Any supplemental software code provided to you as part of the Support Services and any other service provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA.

**(f) Compliance with Applicable Laws.**

You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

**3. TERMINATION**

Without prejudice to any other rights, **RISCO** may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT in your possession.

**4. PROPRIETARY RIGHTS**

All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by **RISCO** or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

**5. NO WARRANTIES**

To the maximum extent permitted by applicable law**, RISCO** expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non-infringement, or fitness of a particular purpose. **RISCO** does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE PRODUCT. **RISCO** makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or any other such computer program. **RISCO** further expressly disclaims any warranty or representation to anyone using the Software whether authorized by you or not.

**6. LIMITATION OF LIABILITY**

To the full extent permitted by applicable law in no event shall **RISCO** be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) arising out of the use of or inability to use the SOFTWARE PRODUCT, even if **RISCO** has been advised of the possibility of such damages. In no event will **RISCO** be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. **RISCO** shall have no liability with respect to the content of the SOFTWARE PRODUCT or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

Notwithstanding any damages you might incur for any reason whatsoever (including without limitation, all damages referenced above, and all direct or general damages), the entire liability of RISCO and any of its affiliates and suppliers under any provision of this EULA and your exclusive remedy for all the foregoing, shall be limited to the amount paid by you for the SOFTWARE PRODUCT.

The foregoing limitations and disclaimer (Sections 5 and this section 6) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its initial purpose.

7. **GOVERNING LAW**

This EULA is governed and shall be construed in accordance with the law of Israel without its rules of conflict of law. The competent courts in Tel Aviv shall have exclusive jurisdiction regarding any and all disputes arising out of or in connection with this EULA.

8. **ENTIRE AGREEMENT**

This EULA (including any addendum or amendment to this EULA which is included with the SOFTWARE PRODUCT) are the entire agreement between you and RISCO relating to the SOFTWARE PRODUCT and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the SOFTWAREPRODUCT or any other subject matter covered by this EULA. To the extent the terms of any RISCO's policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall prevail.

9. **SEVERABILITY**

Any provisions of this EULA prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions hereof. In such case of an ineffective provision, the ineffective provision will be replaced with a new provision having the same (or as close as possible) economic effect.