

## **Unilogic™ License Agreement**

PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (THE "AGREEMENT") BEFORE PROCEEDING WITH INSTALLATION OR USE OF THE UNILOGIC™ ALL-IN-ONE PROGRAMMING ENVIRONMENT FOR PLC AND HMI (THE "SDK", AS DEFINED BELOW).

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN UNITRONICS (1989) (R"G) LTD. ("UNITRONICS"), A COMPANY INCORPORATED AND EXISTING UNDER THE LAWS OF ISRAEL, WITH ITS PRINCIPAL PLACE OF BUSINESS AT UNITRONICS BUILDING, 3 ARAVA STREET, AIRPORT CITY, BEN-GURION AIRPORT, ISRAEL 70100 AND YOU AS WELL AS THE ORGANIZATION ON BEHALF OF WHICH YOU ARE DOWNLOADING, INSTALLING OR USING THE SDK (BOTH YOU AND THE ORGANIZATION SHALL BE COLLECTIVELY REFERRED TO AS THE "LICENSEE").

BY CLICKING "I AGREE", OR DOWNLOADING, ACCESSING, INSTALLING, RUNNING OR USING THE SDK IN ANY WAY (LICENSEE'S "ACCEPTANCE"), LICENSEE IS AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT FOR THE ORGANIZATION AND YOURSELF AND CONFIRMING THAT YOU HAVE THE AUTHORITY TO BIND THE ORGANIZATION TO THESE TERMS. THE LICENSEE MUST ENSURE THAT THE INDIVIDUALS (EMPLOYEES OR OTHERWISE, HEREINAFTER: "USERS") THAT IT DESIGNATES TO USE THE SDK FOR THE BENEFIT OF THE LICENSEE, FULLY COMPLY WITH THE TERMS OF THIS AGREEMENT. THE LICENSEE SHALL BE LIABLE TO UNITRONICS FOR ALL ACTS OR OMISSIONS OF THE USERS IN CONNECTION WITH THE SDK, AS THOUGH THE LICENSEE ITSELF HAD PERFORMED THOSE ACTS OR OMISSIONS.

IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS EULA, LICENSEE MAY NOT ACCESS, INSTALL, RUN OR USE THE AGREEMENT IN ANY WAY.

THE VARIOUS COMPONENTS OF THE SDK ARE PROTECTED BY INTERNATIONAL INTELLECTUAL PROPERTY LAWS AND TREATIES AND ARE PROVIDED TO LICENSEE STRICTLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

### **1. DEFINITIONS.**

- 1.1. "Application(s)" means any software code, including modules, functionalities and user interfaces which: (i) Licensee develops; (ii) contains portions of the SDK; (iii) adds significant and primary functionality to the SDK, and (iv) is not, in and of itself, a software development tool.
- 1.2. "End Users" means end user customers of Licensee who acquire Applications, for their internal use only and not for further distribution.
- 1.3. "SDK" means the Unilogic™ Software Development Kit, including, without limitation, its primary object code software libraries, and any accompanying sample code, validation tools, command files, documentation, and any derivative works, enhancements, improvements, additions, maintenance modifications, updates, upgrades, or other versions of the foregoing which Unitronics may in its sole discretion elect to provide to Licensee from time to time. Third Party Software is explicitly excluded from this definition.
- 1.4. "Third Party Software" means software libraries of third parties as further explained in Section 6.2 below.
- 1.5. "Third Party Terms" means the terms that govern Third Party Software.

## **2. LICENSE GRANT.**

Subject to the terms and conditions of this Agreement, Unitronics grants Licensee a free-of-charge, limited, non-exclusive, non-transferable, non-assignable, without right to sub-license, revocable, license to: (i) install the SDK and use a reasonable number of copies thereof on Licensee's computer systems, and use the SDK internally to develop and test Applications for the sole purpose of activating and utilizing Unitronics controllers acquired by Licensee for its own internal use; and (ii) redistribute to End Users those portions of the SDK that are contained in the Applications, only in binary form as an integrated component in, and as an indivisible part of, the Application, provided that such redistribution to End Users is stipulated by Licensee vis-à-vis End Users to be for the sole purpose of allowing the End Users to run or otherwise use the Applications for their internal use only and not for further redistribution.

Licensee acknowledges and agrees that when it launches the SDK, it will be asked to submit its contact information for registration purposes, and that the SDK's functionality may be restricted until the Licensee registers.

## **3. ADDITIONAL LICENSING TERMS AND RESTRICTIONS.**

- 3.1. Unless as expressly permitted in section 2 of this Agreement, Licensee may not reproduce, sub-license, make available, resell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, convey or otherwise provide the SDK or any part thereof, including, without limitation, its source code, to any third party.
- 3.2. Licensee must not use the SDK in order to develop, or have developed, a similar or competitive software product.
- 3.3. Applications must retain and reproduce in full Unitronics's copyright, disclaimers and other proprietary notices, insofar as they originally appear in the SDK or in any part thereof.
- 3.4. Licensee may not: (i) reverse engineer, decompile, disassemble any binary portion of the SDK, except to the extent that such activities may be the Licensee's right as guaranteed by applicable law; (ii) breach any security or use-restriction mechanism of the SDK or any part thereof; (iii) work around or circumvent any technical limitations in the SDK; (iii) use any tool or other means to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the SDK; or (iv) Use Unitronics' or any third party's trademarks in a way that suggests that the Applications come from or are endorsed by Unitronics, without Unitronics' express prior written consent.
- 3.5. The Licensee undertakes that its use of the SDK and distribution of the Applications shall, at all time, comply with all applicable laws, including export control laws.
- 3.6. The Licensee agrees to the Unilogic™ Software Privacy Policy presented next to this Agreement. That Privacy Policy constitutes an integral part of this Agreement.

## **4. CONTROLLER LICENSE AGREEMENT**

Licensee hereby agrees to be bound by the terms of the Unitronics Controller License Agreement ("UCLA") incorporated in this Agreement by reference and available as Appendix A: "Unitronics Controller License Agreement" at the end of this document. UCLA applies to any software embodied in any of Unitronics' programmable controllers and/or any of Unitronics' related automation products, upon which the Application is intended to be installed and used.



## 5. REPRESENTATIONS AND WARRANTIES.

Licensee represents and warrants that:

- 5.1. Licensee assumes full, exclusive and sole responsibility for determining the appropriateness of using the SDK for its purposes, and assumes all risks associated with such use, including, but not limited the risks of program errors, damage to or loss of data, programs or equipment and unavailability or interruption of operations;
- 5.2. The Organization may not use the SDK, for any activity that constitutes, or encourages conduct that would constitute, a criminal offense, give rise to civil liability or otherwise violate any applicable law. Licensee exclusively bears any and all civil liability or criminal culpability that may arise from, or in connection with, its use of the SDK;
- 5.3. Licensee is solely responsible for all costs, expenses, losses and liabilities incurred, and for all activities undertaken by Licensee in connection with the development, and testing of Applications.

## 6. INTELLECTUAL PROPERTY.

- 6.1. All rights, title and interest in and to the SDK, including, without limitation, patents (whether registered or unregistered), copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, are owned by, or licensed to Unitronics. Except for the rights expressly granted herein, this Agreement does not grant Licensee any other rights.
- 6.2. The SDK utilizes certain Third Party Software. The licenses granted under section 2 of this Agreement do not cover Licensee's use of Third Party Software and do not alter any rights and obligations Licensee may have under such Third Party Software licenses. The full list of the Third Party Software and licenses can be found under the following Unilogic™ directories - %ProgramFiles%\Unitronics\UniLogic\ThirdPartySoftware.pdf. To the extent so stipulated by the relevant Third Party Terms, the Third Party Software corresponding to such Third Party Terms, is offered directly to the Licensee by its respective licensors, not sublicensed by Unitronics, and is subject to its respective Third Party Terms, not to this Agreement. If, and to the extent, the Third Party Terms requires that this Agreement effectively provide, impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions, restrictions or other terms, then the same shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Third Party Software which is governed by such Third Party Terms. In the event that the Licensee or another third party, modifies, replaces or substitutes any Third Party Software used in or provided with the SDK, Unitronics and its representatives, are irrevocably and fully released from any and all liabilities, warranties, performance, and support and maintenance obligations, with respect to the SDK. If, and to the extent, Third Party Terms require that the source code of its corresponding Third Party Software be made available to the Licensee, and such source code was not delivered to the Licensee with the SDK then Unitronics hereby extends a written offer, valid for the period prescribed in such Third Party Terms, to obtain a copy of the source code of the corresponding Third Party Software, from Unitronics. To take up this offer, contact Unitronics at [Info@unitronics.com](mailto:Info@unitronics.com).
- 6.3. Other than with respect to the portions of the SDK contained in Applications, Unitronics has no claim of title or copyright to Applications.

## 7. UPDATES AND UPGRADES.

Licensee is not entitled to receive any upgrades or updates to the SDK. Such upgrades and updates, if Unitronics elects at its sole discretion to offer, with or without cost, will be governed by the terms of this Agreement, just as the SDK is.

## **8. SUPPORT.**

- 8.1. Unitronics may, but is under no obligation to, provide technical support intended to assist Licensee in the development of the Application ("Development Support Services"). Development Support Services shall consist of using commercially reasonable efforts to fix coding errors contained in the Application. Unitronics will provide Development Support Services by email only, during normal business days' working hours that Unitronics will determine from time to time, excluding Israeli holidays.
- 8.2. To the extent that Unitronics chooses to provide Development Support Services, Licensee must provide Unitronics with technical information related to the Application, Licensee's personal details and the Application source code – all, as may be determined by Unitronics. Unitronics may use the information, details and source code provided by Licensee for the following purposes –
- i. to provide Licensee with the requested Development Support Services;
  - ii. to improve the SDK;
  - iii. to send Licensee from time to time notices and information related to the SDK;
  - iv. to take any action in any case of dispute or legal proceeding of any kind between Licensee and Unitronics or anyone acting on its behalf in relation with the SDK or the Development Support Services.

Providing the Application source code to Unitronics will not transfer to Unitronics any intellectual rights in the Application.

- 8.3. Unitronics may charge for Development Support Services or provide it for free, in its discretion. If Unitronics chooses to charge for Development Support, actual payment of Development Support fees is a pre-condition for providing Development Support to Licensee.
- 8.4. Licensee acknowledge and agrees that Unitronics is under no obligation to actually provide Licensee with Development Support Services, to provide Licensee with modifications to the Application source code ("Modifications") or to provide Modifications within certain times. If Unitronics actually provides Development Support Services to Licensee, Licensee acknowledge and agrees it is Licensee's sole responsibility to examine any Modifications, determine if they meet Licensee's needs and decide whether or not to incorporate the Modifications in the Application.
- 8.5. To the extent that Unitronics provides Licensee Development Support Services, Unitronics may recommend or initiate Modifications. All Modifications are subject to the terms of this Agreement and in particular the Agreement's provisions relating to Warranty Disclaimer and Limitation of Liability.

## **9. MODIFICATIONS; DISCONTINUATION.**

Unitronics may, at its sole discretion and without prior notice, modify the SDK or any part thereof, and discontinue developing, updating, producing or distributing the SDK.

## **10. CONFIDENTIALITY.**

Licensee acknowledges and agrees that portions of the SDK and the terms of this Agreement constitute confidential and proprietary information and/or trade secrets (as applicable) of Unitronics and its licensors. Licensee agrees not to disclose to any third party the SDK in whole or in part, without the prior, explicit, written consent of Unitronics.



## **11. TERMINATION.**

- 11.1. This Agreement shall remain in force and effect unless terminated by Unitronics in the event of a material breach of this Agreement by Licensee that has not been cured, or compensated if the breach is not curable, in whole or in part, to Unitronics's full satisfaction, within fourteen (14) days of a written notice thereof by Unitronics. Upon termination of this Agreement, Licensee will immediately cease use of the SDK.
- 11.2. Licensee may terminate this Agreement at any time by doing all of the following: (i) uninstalling the SDK from all devices in its possession or control; (ii) disposing of all copies of the SDK in its possession or control; (iii) ceasing any further use of the SDK; and (iv) providing Unitronics a written notice of termination in which Licensee confirms that Licensee has complied with requirements (i)-(iii) above.
- 11.3. Termination of this Agreement by Unitronics will be in addition to, and not in lieu of, any equitable or other remedies available to Unitronics, under the applicable law.
- 11.4. Upon termination of this Agreement, Licensee's rights under this Agreement, including those in section 2, immediately terminate, but such termination shall not affect use of the Applications (in conformance with this Agreement) by the End Users pursuant to Section 2.
- 11.5. Sections 4, 5, 6, 11 through 13 of this Agreement will survive termination of this Agreement.

## **12. WARRANTY DISCLAIMER.**

- 12.1. UNITRONICS PROVIDES THE SDK "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNITRONICS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SDK, AND THE DEVELOPMENT SUPPORT SERVICES WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING SUITABILITY FOR USE OR PERFORMANCE OF THE SDK AND RESOLVING ISSUES SUBMITTED TO DEVELOPMENT SUPPORT SERVICES, WHETHER MADE BY UNITRONICS, A REPRESENTATIVE OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, WILL BE DEEMED TO BE A WARRANTY BY UNITRONICS FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF UNITRONICS WHATSOEVER.
- 12.2. UNITRONICS MADE EFFORTS TO HAVE THE SDK OPERATE EFFICIENTLY AND CORRECTLY. HOWEVER, UNITRONICS DOES NOT WARRANT THAT SDK WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, AND THAT IT WILL BE FREE FROM ALL HARMFUL COMPONENTS, THAT IT IS SAFE, OR SECURE, IMMUNE FROM DAMAGE, FREE OF MALFUNCTIONS, BUGS OR FAILURES. SUCH INCIDENTS WILL NOT BE CONSIDERED A BREACH OF THIS AGREEMENT.
- 12.3. UNITRONICS MAKES NO REPRESENTATION OR WARRANTY THAT THE SDK OR THE DEVELOPMENT SUPPORT SERVICES COMPLIES WITH ANY THIRD PARTY TERMS, CONDITIONS, RULES OR GUIDELINES REGARDING SOFTWARE DEVELOPMENT.

**13. INDEMNITY.**

Licensee will indemnify and hold Unitronics harmless from any and all suits, claims, demands, losses, expenses, damages, causes of action or proceedings (including reasonable attorneys' fees incurred in connection with the foregoing) connected or related to Applications or Licensee's use of the SDK in contravention of this Agreement. Licensee will, at Unitronics's option and Licensee's expense, intervene in or defend any such proceedings upon notice from Unitronics, provided that Unitronics promptly will notify Licensee in writing of any action or claim, allows Licensee, at Licensee's expense, to direct the defense, and will provide Licensee information and reasonable assistance to defend such suit, claim or proceeding at no out-of-pocket expense to Unitronics. Licensee will have no liability for settlement costs incurred without its consent.

**14. LIMITATION OF LIABILITY.**

14.1. LICENSEE ACKNOWLEDGES THAT THE SDK IS INHERENTLY COMPLEX AND MAY THEREFORE NOT BE COMPLETELY FREE OF ERRORS. LICENSEE FURTHER ACKNOWLEDGES THAT THE PERFORMANCE OF THE SDK MAY BE AFFECTED BY ANY NUMBER OF FACTORS, INCLUDING WITHOUT LIMITATION, TECHNICAL FAILURE OF THE SDK, ACTS OR OMISSIONS OF THIRD PARTIES AND OTHER CAUSES REASONABLY BEYOND UNITRONICS'S CONTROL. FURTHERMORE, LICENSEE ACKNOWLEDGES THAT THE DEVELOPMENT SUPPORT SERVICES, IF PROVIDED, MAY NOT SUCCEED RESOLVE THE ISSUES FOR WHICH LICENSEE APPLIED TO RECEIVE THEM.

14.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNITRONICS, UNITRONICS'S EMPLOYEES, AFFILIATES, ADVISORS AND ANYONE ACTING ON UNITRONICS'S BEHALF, WILL NOT BE LIABLE (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, INCLUDING NEGLIGENCE) TO LICENSEE, OR TO ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY FOR ANY LOSS OF PROFIT OR LOSS OF DATA ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY RELIANCE BY LICENSEE ON THE CONTENT OF THE SDK AND/OR ON THE DEVELOPMENT SUPPORT SERVICES, ANY FAILURE TO RESOLVE THE ISSUES FOR WHICH LICENSEE APPLIED FOR DEVELOPMENT SUPPORT SERVICES, ANY RESULT THAT MAY BE ATTRIBUTED, IN WHOLE OR IN PART, TO THE MODIFICATIONS ANY RELIANCE BY LICENSEE ON THIRD PARTY SOFTWARE, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS AND OR GOODWILL, SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED TO DELIVERY, USE, PERFORMANCE OF OR INABILITY TO USE THE SDK AND/OR ANY OF ITS COMPONENTS AND/OR THE DEVELOPMENT SUPPORT SERVICES, WHETHER FORESEEABLE OR NOT, EVEN IF UNITRONICS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3. UNITRONICS WILL NOT BE HELD RESPONSIBLE FOR LICENSEE'S OR ANY THIRD PARTY'S USE OF APPLICATIONS, AND FOR RESULT OR EFFECT OF SUCH USE.

**15. NO ASSIGNMENT.**

- 15.1. Licensee may not assign or transfer, including, without limitation, by way of merger or succession, any rights Licensee has under this Agreement or in connection with the SDK, without Unitronics's prior written consent. Any attempted assignment or transfer without the prior written consent of Unitronics is void.
- 15.2. Unitronics may assign and delegate this Agreement in its entirety, including all Unitronics' rights, duties, liabilities, performance and obligations herein, upon notice to Licensee and without obtaining Licensee's specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of Unitronics' equity or assets or those assets related to the SDK. By virtue of such assignment, the assignee assumes Unitronics' stead, including all right, duties, liabilities, performance and obligations, and Unitronics shall be irrevocably released from the same.

**16. NO WAIVER.**

Any delay or omission by either party to exercise any right or remedy under this Agreement will not be construed a waiver of any such right or remedy or any other right or remedy. All of the rights of either party under this Agreement will be cumulative and may be exercised separately or concurrently.

**17. SEVERABILITY.**

If any provision of this Agreement is held invalid by court, such invalidity will not affect the enforceability of any other provisions not held to be invalid.

**18. GOVERNING LAW AND JURISDICTION.**

- 18.1. This Agreement will be governed by the laws of the State of Israel, without regard to its conflict of laws principles which would result in the application of the laws of a jurisdiction other than the State of Israel.
- 18.2. Any dispute, claim or controversy arising out of, connected with or relating to this Agreement, the SDK or any use related thereto, will be under the exclusive jurisdiction of the competent court in the Tel Aviv district in Israel. Subject to the following sentence, Licensee and Unitronics, each hereby expressly consent to the exclusive personal jurisdiction and venue of such courts, and waive any objections related thereto including objections on the grounds of improper venue, lack of personal jurisdiction or *forum non conveniens*. Notwithstanding the foregoing, (a) Unitronics may lodge a claim against Licensee pursuant to the indemnity clause above, in any court adjudicating a third party claim against Unitronics, and (b) nothing herein shall limit Unitronics' right to seek temporary relief in any court with competent jurisdiction.

**19. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties as to the subject matter hereof, and supersedes any and all prior oral and written understandings and agreements as to that subject matter.



**Appendix A:**

**Unitronics Controller License Agreement**

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU PROCEED TO USE THE UNITRONICS CONTROLLER, THE SOFTWARE OR THE DOCUMENTATION. BY USING THE CONTROLLER, THE SOFTWARE OR THE DOCUMENTATION LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT LICENSEE HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS UNITRONICS CONTROLLER LICENSE AGREEMENT ("AGREEMENT") AND AGREES TO BE LEGALLY BOUND BY THEM.

1. Definitions. For the purposes of this Agreement the following terms shall have the meanings set forth for each of them:

"Documentation" shall mean any instructions, manuals, schematics, text, charts, drawings or data accompanying the Hardware or the Software;

"Intellectual Property" shall mean (a) patents, utility models and industrial designs' registrations or applications (including any continuations, divisionals, continuations-in-part, provisionals, renewals, reissues, re-examinations, substitutions, extensions and applications for any of the foregoing), (b) copyrights, copyrightable subject matter and moral rights or rights of attribution or integrity (including any registrations, applications, renewals, extensions and reversions for any of the foregoing), (c) mask works rights and integrated circuit topography, (d) trademarks, service marks, trade names, slogans, logos, trade dress, internet domain names, web addresses and sites and designations of source or origin, together with all goodwill, registrations, applications, renewals and extensions related to the foregoing; (e) trade secrets and other confidential information, know-how, technology, hardware, machines, proprietary processes, formulae, inventions, compositions, techniques, technical data and information, procedures, databases, algorithms, models, methodologies, customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals.

"Software" shall mean the Unitronics Controller software embedded in the Controller, as provided and released by Unitronics in object code only, and its Documentation.

"Controller" shall mean the Hardware, the Software and the Documentation.

"Hardware" shall mean all integrated circuits, mechanical parts, modules and other tangible components contained in and comprising a device that runs the Software and is designed by Unitronics to control automated processes.



2. License grant. The Software is licensed to Licensee, not sold. Subject to the terms and conditions of this Agreement, Unitronics hereby grants Licensee a non-exclusive, non-transferable, non-assignable, limited in time, revocable, non-sublicensable right to use the Software as part of the Controller and in object-code- form only.
3. Restrictions. Without receiving the express written authorization of Unitronics in advance, Licensee will not, and will not allow others to:
  - 3.1. Modify or revise the Controller or any part thereof, or create derivative works thereof;
  - 3.2. copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use, process, compile, translate, sell, lend, rent, reverse engineer, combine with other service, modify or create derivative works of the Software or any portion thereof, except and only to the extent that this limitation is expressly prohibited by applicable law notwithstanding this limitation;
  - 3.3. Copy, rent, lease, sell, sublicense, assign, market or otherwise transfer any portion of the Software to any third party;
  - 3.4. Remove, alter or cause not to be displayed, any trademarks, copyright notices, mask works notices, start-up messages or other proprietary or restrictive notice or legend affixed to, contained or included in the Controller;
  - 3.5. Remove or attempt to remove or circumvent any security measures installed in the Controller;
4. Confidentiality. Any proprietary information of Unitronics, designated as confidential by Unitronics or of a confidential nature – including, but not limited to, all designs, concepts, scientific, algorithmic and structural information, Software pricing information, and any materials and methodology - associated with the Controller and Software, including this Agreement, is confidential in nature. Licensee must keep it confidential and may not disclose it to any third party. This provision will survive the termination or expiration of this Agreement.

5. DISCLAIMER OF WARRANTY. THE CONTROLLER IS PROVIDED FOR USE "AS IS" AND WITHOUT ANY TECHNICAL SUPPORT, OR MAINTENANCE SERVICES OTHER THAN WHAT IS EXPRESSLY INCLUDED IN THE DOCUMENTATION. UNITRONICS DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTROLLER AND ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. UNITRONICS DOES NOT WARRANT THAT THE CONTROLLER WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ANY DEFECTS OR ERRORS IN THE CONTROLLER WILL BE CORRECTED. LICENSEE AGREES AND ACKNOWLEDGES THAT THE USE OF THE CONTROLLER IS ENTIRELY, OR TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, AT LICENSEE'S OWN RISK.
6. LIMITATION OF LIABILITY. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONTROLLER IS INHERENTLY COMPLEX AND MAY THEREFORE NOT BE COMPLETELY FREE OF ERRORS. LICENSEE FURTHER ACKNOWLEDGES THAT THE PERFORMANCE OF THE CONTROLLER MAY BE AFFECTED BY ANY NUMBER OF FACTORS, INCLUDING WITHOUT LIMITATION, TECHNICAL FAILURE OF THE CONTROLLER, ACTS OR OMISSIONS OF THIRD PARTIES, ELECTRICITY SUPPLY, ENVIRONMENTAL CONDITIONS AND OTHER CAUSES REASONABLY BEYOND THE CONTROL OF UNITRONICS. BY USING THE CONTROLLER LICENSEE DECLARES THAT LICENSEE ACCEPTS THESE FACTS AND THEIR CONSEQUENCES. UNITRONICS, ITS OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSORS, AGENTS AND SUCCESSORS SHALL NOT BE LIABLE (WHETHER UNDER CONTRACT, TORT - INCLUDING NEGLIGENCE - OR OTHERWISE), TO LICENSEE OR TO ANY THIRD PARTY, FOR ANY LOSS OR DAMAGE, INCLUDING INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER, AND INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, PROFITS OR GOODWILL ARISING FROM OR RELATED TO DELIVERY, USE, PERFORMANCE OF OR INABILITY TO USE THE CONTROLLER OR ANY OF ITS COMPONENTS, WHETHER FORESEEABLE OR NOT, EVEN IF UNITRONICS, OR ANY ONE ON ITS BEHALF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. Intellectual Property.

All rights, title and interest in and to the Intellectual Property in the Controller are owned by, or licensed to Unitronics, including any new version releases, updates, enhancements, modifications or improvements thereto that may be made available to Licensee under the provisions of this Agreement. Other than what is expressly granted by this Agreement, this Agreement does not grant Licensee any rights to the Intellectual Property or any other rights with respect to or in connection with the Controller.

8. Indemnification. Licensee agrees to indemnify, defend and hold harmless Unitronics, its managers, directors, shareholders, employees, sub-contractors, agents and anyone acting on their behalf, at Licensee's own expense, from and against any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, resulting from any complaint, claim, or demand, arising from, or in connection with Licensee's use of the Controller, or Licensee's breach of this Agreement, or any other rules or regulations applicable to the Controller, or Licensee's violation, or infringement of any other persons rights, by using the Controller.
9. Term and termination. If Licensee breaches any of the terms and conditions of this Agreement, Unitronics may terminate this Agreement, in addition to any other legal rights and remedies Unitronics may have. Upon termination of this Agreement, for any reason, Licensee must immediately cease any use of the Software. Any provision of this Agreement, which protects the Intellectual Proprietary rights of Unitronics or which pertain to limitation of liability and/or exclusivity of warranty and/or remedies, shall survive the termination of this Agreement.
10. Notices. Any notice required by this Agreement shall be given in writing by registered mail, facsimile transmission or personal delivery to the addresses of the parties, and shall be deemed to have been delivered five days after the date on which the notice was posted, or in the case of notice by facsimile, 24 hours after dispatch, or in the case of personal delivery, at the time of delivery.
11. Severability. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
12. Assignment. Licensee's rights and obligations pursuant to this Agreement may not be assigned or delegated to any person whatsoever without the prior written consent of Unitronics.
13. Export Regulations. Licensee acknowledges that the Controller contains technology that may be subject to certain export laws and regulations of the State of Israel and other countries, and Licensee agrees to comply with all such applicable laws and regulations.
14. Entire Agreement. This Agreement represents the entire agreement concerning the Controller between Licensee and Unitronics and it supersedes any prior proposal, representation or understanding between Licensee and Unitronics.
15. Third Party Software. The Software may contain third party software, including Free Libre/Open Source Software ("Third Party Software"); The licenses granted under section 2 above does not cover Licensee's use of Third Party Software and does not alter any rights and obligations Licensee may have under Third Party Software licenses.



A list of Third Party Software and a copy of their respective licenses (where applicable, the "Third Party Terms") is provided in the Appendix to this Agreement which constitutes an integral part of the Agreement.

To the extent stipulated by the relevant Third Party Terms, the Third Party Software corresponding to such Third Party Terms, is offered directly to the Licensee by its respective licensors, not sublicensed by Unitronics, and is subject to its respective Third Party Terms, not to this Agreement. If, and to the extent, the Third Party Terms requires that this Agreement effectively provide, impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions, restrictions or other terms, then the same shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Third Party Software which is governed by such Third Party Terms. If, and to the extent, Third Party Terms require that the source code of its corresponding Third Party Software be made available to the Licensee, and such source code was not delivered to the Licensee with the Controller then Unitronics hereby extends a written offer, valid for the period prescribed in such Third Party Terms, to obtain a copy of the source code of the corresponding Third Party Software, from Unitronics. To take up this offer, contact Unitronics at [Info@unitronics.com](mailto:Info@unitronics.com)

16. Governing law and jurisdiction. This license agreement and Licensee's use of the Controller shall be construed and governed in accordance with the laws of the state of Israel, without giving effect to any choice of law or conflict of law rules or provisions, whether of the state of Israel or any other jurisdiction, which would result in the application of the laws of a jurisdiction other than the state of Israel. Subject to the following sentence, Licensee and Unitronics, each hereby expressly consent to the exclusive personal jurisdiction and venue of such courts, and waive any objections related thereto including objections on the grounds of improper venue, lack of personal jurisdiction or forum non conveniens. Notwithstanding the foregoing, (a) Unitronics may lodge a claim against Licensee pursuant to the indemnity clause above, in any court adjudicating a third party claim against Unitronics, and (b) nothing herein shall limit Unitronics' right to seek temporary relief in any court with competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement.
17. Interpretation. The paragraph headings and captions in this Agreement are included for convenience only and will take no part in interpreting, or construing this Agreement.
18. No waiver. The failure of Unitronics to enforce any rights granted herein or to take action against Licensee in the event of any breach hereunder, shall not be deemed a waiver by Unitronics as to subsequent enforcement of rights or subsequent actions in the event of future breaches