

## **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 YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS UNITRONICS CONTROLLER LICENSE AGREEMENT ("AGREEMENT") AND AGREE TO BE LEGALLY BOUND BY THEM.

This Agreement is entered by and between Unitronics (1989) (R"G) Ltd., 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 ("Unitronics") and You – an individual person or a corporation, organization or other legal entity ("Business Entity"). If You are acting on behalf of the Business Entity, then You represent and warrant that You are duly authorized to enter into this Agreement on behalf of the Business Entity and that You have the proper authority to legally bind the Business Entity by this Agreement.

1. Definitions. For the purposes of this Agreement the following terms shall have the meanings set forth opposite each one 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 You, not sold. Subject to the terms and conditions of this Agreement, Unitronics hereby grants You 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. Representations and Warranties. Without receiving the express written authorization of Unitronics in advance, You will not, and will not allow to:
  - 3.1. Modify or revise the Controller or any part thereof, or create derivative works thereof;
  - 3.2. You may not 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. You 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. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE CONTROLLER IS ENTIRELY, OR TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.
  
6. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE CONTROLLER IS INHERENTLY COMPLEX AND MAY THEREFORE NOT BE COMPLETELY FREE OF ERRORS. YOU FURTHER ACKNOWLEDGE 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 YOU DECLARE THAT YOU ACCEPT 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 YOU 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 You under the provisions of this Agreement. Other than what is expressly granted by this Agreement, this Agreement does not grant You any rights to the Intellectual Property or any other rights with respect to or in connection with the Controller.

8. Indemnification. You agree to indemnify, defend and hold harmless Unitronics, its managers, directors, shareholders, employees, sub-contractors, agents and anyone acting on their behalf, at your 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 your use of the Controller, or your breach of this AGREEMENT, or any other rules or regulations applicable to the Controller, or your violation, or infringement of any other persons rights, by using the Controller.
9. Term and termination. If You breach 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, You will 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. Your 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. You acknowledge that the Controller contains technology that may be subject to certain export laws and regulations of the State of Israel and other countries, and You agree to comply with all such applicable laws and regulations.
14. Entire Agreement. This Agreement represents the entire agreement concerning the Controller between you and Unitronics and it supersedes any prior proposal, representation or understanding between you 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 Your use of Third Party Software and does not alter any rights and obligations You may have under Third Party Software licenses.



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

16. Governing law and jurisdiction. This license agreement and your 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. You agree to the exclusive jurisdiction of the courts in the Tel Aviv Jaffa district in Israel, on any claim arising out of, or in connection with this Agreement, or your use of the software. 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 you 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