

## **Non-Exclusive End User Agreement**

THIS AGREEMENT IS BETWEEN COGNATA LTD. ("**COGNATA**") AN ISRAELI LIMITED LIABILITY COMPANY AND THE ENTITY (OTHER THAN COGNATA) IDENTIFIED IN THE SIGNATURE BLOCK BELOW ("**YOU**" OR "**YOUR**" OR "**CUSTOMER**"). THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER HEREBY AFFIRMS AND VERIFIES THAT HE/SHE POSSESSES THE LEGAL AUTHORITY TO BIND THE CUSTOMER TO THE TERMS OF THIS AGREEMENT, AND THAT BY SIGNING THIS AGREEMENT HE/SHE IS LEGALLY OBLIGATING THE CUSTOMER TO ADHERE TO THE TERMS OUTLINED IN THIS AGREEMENT. THE EFFECTIVE DATE OF THIS AGREEMENT IS THE LATER OF THE TWO DATES IN THE SIGNATURE BLOCK ("**EFFECTIVE DATE**"). THE CUSTOMER AND COGNATA MAY BE REFERRED TO HEREIN AS "**PARTY**" OR COLLECTIVELY AS "**PARTIES**".

**WHEREAS**, based on the representations, warranties and other undertakings in this Agreement, both Parties expressed an interest in entering into the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound, the Parties hereby agree as follows:

### 1. **Definitions**

In this Agreement the following terms shall have the meaning set out next to them (other terms are defined in other Sections):

"**Agreement Period**" as defined in Section 10.

"**Cognata Cloud**" means a cloud service of the Cognata Software (SaaS). "**cloud worker instance**" or "**instances**" means a virtual machine which runs the Cognata Software in the cloud.

"**COGNATA PLATFORM**" refers collectively to: (i) the Cognata Software and (ii) the Output.

"**Cognata Software**" means Cognata's simulation software solution for developing, testing and validating a ground vehicle's autonomous driving system (ADS) and/or ADAS systems and their sensors (as well as for other transportation solutions, such as urban traffic planning), including all workarounds, bug fixes, corrections, modifications, new releases, and new versions of the Cognata Software which will be made available to You. The features of the Cognata Software which will be provided (or made accessible) to You are set out in [Appendix A](#), and if non are stated then these will be Cognata's standard features. Unless explicitly listed in [Appendix A](#), various features of the Cognata Software such as but not limited to synthetic scenes of a car park, test track, and off-road area, digital twins of Paris and other cities, emergency vehicles, parametric fisheye various virtual sensors such as a thermal sensor, scene import and asset import, and other features are not provided as part of Cognata's standard features.

"**Cognata Station**" means a binary executable code locally deployed on the Customer' workstation which runs the Cognata Software.

"**Company Software**" means Your software which You shall connect to the Cognata Software for the purpose of simulating such Company software.

"**Derivative Work**" means a work based upon one or more preexisting works, such as a translation, adaptation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. Likewise, a work consisting of editorial revisions, annotations, elaborations, or other modifications, which, as a whole, represent an original work of authorship is considered a Derivative Work. It is agreed and clarified that a software or computer code which You will develop which are based on the Output or the conclusions which You will draw based on the Output are not considered Derivative Work of the COGNATA PLATFORM.

"**Documentation**" means the official technical specifications and usage materials of the Cognata Software which Cognata publishes in respect of the Cognata Software, or which it will provide You.

"**Equipment**" refers collectively to any equipment, article, software and/or technology, and without limiting the foregoing and for the avoidance of doubt, the term "Equipment" includes any ground vehicle.

"**Intellectual Property Rights**" means U.S., and/or Israeli and/or Your country of incorporation: (i) patents, patent applications and patent rights, including any and all continuations, division, reissue or extensions thereof and all rights associated with the foregoing; (ii) rights associated with works of authorship, including copyrights and copyright applications and mask work rights whether or not registered; (iii) rights relating to the protection of trade secrets; (iv) design rights and industrial property rights; (v) any other proprietary rights relating to intangible property and any other intellectual property rights recognized by Israeli and/or United States Your country of incorporation including trademarks, service marks and applications thereof, trade names and packaging and all goodwill associated with the same; and (vi) all rights to sue for any infringement of any of the foregoing rights and the right to all income, royalties, damages and payments with respect to any of the foregoing rights.

"**Named User(s)**" means those Company's employees who are authorized by You to Use the Cognata Software on behalf of You. You will identify these Named Users by name, and only those identified and registered in a database kept by Cognata may Use the Cognata Software. For clarity, the Named Users do not have a right of their own to Use the Cognata Software, but rather they shall be Using the Cognata Software on behalf of You. For clarity, Use of the Cognata Software by the Named Users is deemed as Use by You.

"**Output**" means any and all the images and/or video and/or other media and/or other data generated by the Cognata Software as a result of Your (including for the avoidance of doubt, Your Named Users') Use of the Cognata Software.

"**Services**" means the services which will be provided to You, including but not limited to professional services and maintenance and support.

"**Use**" means access and/or use, and if applicable install.

"**Year**" means a period of twelve (12) consecutive months, with the first Year commencing on the Effective Date, and with each subsequent Year (if this Agreement has not terminated or expired by such date) commencing on the anniversary of the Effective Date.

## 2. Use of the Cognata Software

### A. Use of the Cognata Software.

- i. Cognata Software. Subject to Your compliance with the terms and conditions of this Agreement (including Your compliance with Your payment obligations), Cognata hereby grants You a limited, non-exclusive, non-transferable, non-assignable (by operation of law or otherwise), non-sub-licensable and revocable license to Use Cognata Software only as an end user, only during the license period granted, for the number of Named Users and instances/stations for which a license was acquired, as set out in the applicable Appendix A. You shall not Use the Cognata Software after the earlier of: (i) the termination of this Agreement, (ii) the expiration of this Agreement, or (iii) the expiration of the license granted by Cognata to You to Use the Cognata Software. If the Cognata Software is installed on Your computer systems, then upon the expiration or termination of the license to Use the Cognata Software, You shall delete the Cognata Software from Your computer systems.
- ii. Internal Use. You shall Use the COGNATA PLATFORM only for Your internal business use and not for the benefit or on behalf of a third party.
- iii. Not a Sale. For the avoidance of doubt entering into this Agreement does not constitute a sale, but a grant of a license to Use the Cognata Software in accordance with the terms and conditions of this Agreement. Other than the right to Use the Cognata Software in accordance with the license granted herein, You do not and shall not acquire any rights in or to or related to the Cognata Software (including for the avoidance of doubt in or to the Intellectual Property Rights therein), express or implied.
- iv. Reservation of Rights. All rights not expressly granted by Cognata in this Agreement with respect to the Cognata Software are hereby expressly reserved by Cognata.

### B. Restrictions. You hereby undertake that You shall **not** do (and You have no right to do) any of the following:

- a. sell, rent, lease, lend, sublicense, outsource, host, act as a service bureau, assign, timeshare, disseminate, or distribute the Cognata Software (or any portion thereof) to any third party, or allow any third party to Use the Cognata Software;
- b. reverse engineer, disassemble, or decompile the Cognata Software (or any portion thereof) or otherwise attempt to discover the source code, the algorithm, workflows, and/or non-literal aspects (such as the underlying structure, sequence, organization, and interfaces) of the Cognata Software (or any portion thereof);
- c. create Derivative Works of (and/or based upon) the Cognata Software (or any portion thereof);
- d. copy, reproduce or modify the Cognata Software (or any portion thereof);
- e. Use the Cognata Software (or any portion thereof) to build, create or generate products or services directly competitive with the Cognata Software and/or the Output;
- f. Use the Cognata Software (or any portion thereof) in a manner other than as specifically permitted by Cognata (including Using it in excess of the authorization granted by Cognata);
- g. disable, tamper with, or otherwise attempt to circumvent any security or access control mechanism of the Cognata Software (or any portion thereof) and/or any billing or metering mechanism, verification methods, or any parts thereof;
- h. send, introduce or store viruses, Trojan horses, worms, malicious code or other malware through or on the Cognata Software;
- i. publish or disclose to third parties any evaluation or benchmarking of the Cognata Software;
- j. alter, destroy, or otherwise remove any proprietary notices or labels on or embedded within the Cognata Software (or any portion thereof);
- k. take any action that requires any portion of the Cognata Software to be subject to end user rights incompatible or inconsistent with this Agreement;
- l. interfere with or disrupt the integrity or performance of the cloud environment which hosts the Cognata Software;
- m. Use the Cognata Software and/or Output: (i) for the development and/or production and/or evaluation and/or simulation and/or modeling of any military Equipment and/or defense Equipment, and/or (ii) for the development and/or production (as such terms are defined in the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies ("**Wassenaar Arrangement**") of any Equipment that is listed in the Wassenaar Arrangement;
- n. Use the Cognata Software and/or Output in connection with a sensor that was specifically designed for defense use and/or military use;
- o. Use the Cognata Software and/or Output for any ground vehicle which is manufactured or fitted with materials or components which are meant to provide ballistic protection equal to or better than level III and designed or modified for offroad use;
- p. Use the Cognata Software and/or Output for simulating military and/or defense operational scenarios or in connection with military and/or defense operational scenarios, or for or in connection with any military and/or defense training;
- q. request Cognata to perform any technical assistance that would constitute a defense service, and/or military service;
- r. attempt to do or permit anyone to do any of the above (a-q).

### C. Installation of Cognata Station, Workarounds etc. Prior to the installation of a copy of the Cognata Station (if any is provided), or any workarounds, bug fixes, corrections, modifications, new releases, and new versions which You shall receive, You will run those acceptance tests which You believe are required to meet Your own requirements before installation.

### D. Processing the Company Software and Company Equipment. You undertake that the Company Software which You will connect to, run on, process on, transmit to, and/or upload (collectively, "**Process**") on the Cognata Cloud is owned by You, or You have a right to use such Company Software. You hereby grant Cognata and the cloud service provider on which Cognata hosts (or will host) the Cognata Cloud the right to Process the Company Software but solely for the purpose of providing the Cognata Cloud service, as determined by Cognata's reasonable judgment. Cognata is not responsible for any actions and inactions of third parties related to such Processing, including the actions or inaction of the cloud service provider, or the network through which You shall Process the Company Software or download the Output. You retain all of Your ownership and Intellectual Property Rights in the Company Software. You are responsible for the operation, performance and security of Your equipment, networks and other computing resources used by You or any of Your Named Users to connect to or otherwise utilize the Cognata Software.

### E. Named Users/Keys. Use of the Cognata Software by You is limited to the number of Named Users which Cognata authorized You to Use with the Cognata Software. You shall not allow anyone other than the Named Users to Use the Cognata Software. You are responsible for the compliance of the Named Users with the terms and conditions of this Agreement, including the restrictions and limitations that apply to Your Use of the Cognata

Software. Any act or omission by the Named Users in connection with the Cognata Software and/or in connection with this Agreement shall be deemed as Your act or omission and accordingly any breach by the Named Users of this Agreement shall be deemed to be a breach of this Agreement by You. In collecting the details of the Named Users, Cognata will act as a data processor and will act on the Named Users' instructions concerning the treatment of their personal data. You are responsible to provide any notices and obtain any consents to allow Cognata to use the Named Users' email addresses.

F. Third-Party Components, Open-Source Software, Minimum Requirements, Interoperation with Other Software or Products. The Cognata Software may include certain third-party components (such as Unity software) which are embedded in the Cognata Software ("**Third-Party Components**"). Open-source software (as such a term is commonly understood, including but not limited by the Open Source Initiative) embedded or made available with the Cognata Software ("**Open-Source Software**") is excluded from the term Third-Party Components. The Third-Party Components are governed by the terms of this Agreement. The Third-Party Components may only be used as part of the Cognata Software functionality and cannot be accessed or used independently. Notwithstanding anything else in this Agreement to the contrary, Cognata makes no warranty, representation, or indemnification in respect of the Third-Party Components, and in no event shall Cognata be liable for these Third-Party Components, however, if Cognata received a warranty from the providers of these Third-Party Components, Cognata will in a case of an issue with the Third-Party Component address the issue with the provider of the applicable Third Party Component. In no event shall the provider of the Third-Party Component be liable to You. Open-Source Software are governed by the terms and conditions of their respective licenses and not the terms of this Agreement. To the extent applicable, information about the Open-Source Software may be found (i) in the open-source.text file accompanying the Cognata Software; or (ii) in the Documentation. Notwithstanding anything else in this Agreement to the contrary, Cognata makes no warranty, representation, or indemnification in respect of any Open-Source Software, and in no event shall Cognata be liable with respect to any Open-Source Software. Third party applications or services, such as cloud services, may be appropriate or necessary in order to Use the Cognata Cloud ("**Minimum Requirements**"). These Minimum Requirements are governed by the terms and conditions specified by the third-party owner, author or provider of such Minimum Requirements (such as Microsoft Azure Acceptable Use Policy), and You are responsible for Your compliance with these terms. In no event shall Cognata be liable with respect to these third-party applications or services. In addition, the Cognata Software may contain features, functions or interfaces that enable interoperation with or access to third party products, services or content (such as Simulink). You acknowledge and agree that such third party products, services or content are not part of the Cognata Software, not licensed by Cognata, and are not warranted by Cognata.

G. Compliance. You will retain adequate records showing Your compliance with this Agreement and provide such records to Cognata upon request with 30 days' advance notice. Upon reasonable notice Cognata and Cognata's independent auditors may verify Your compliance with this Agreement. The verification will be conducted in a manner that minimizes disruption to Your business. Information obtained will be used for compliance purposes only and will otherwise be subject to the Confidential Information provisions in Section 6 of the Agreement

H. Statistical Usage Information. Statistical usage information of the Cognata Software by You collected by Cognata in an anonymized and aggregated manner shall be the sole property of Cognata.

### 3. Services

A. You have no rights (including no Intellectual Property Rights) in any of the features, adaptations and/or developments developed, added or provided by Cognata: (a) regardless of the fact that You may have requested Cognata to develop, add or provide these features, adaptations and/or developments of the Cognata Software; and (b) regardless, if You provided any information, data, and feedback in connection with these features, adaptations or developments. You are not entitled to any royalty or other form of payment if anyone else uses the features, adaptations or developments. These features, adaptations and developments are and will form part of the Cognata Software, and are covered by the term Cognata Software, and accordingly all rights title and interest in these features, adaptations and developments (including Intellectual Property Rights therein) are owned solely by Cognata.

B. Support and maintenance for the Cognata Software (collectively, "**Support**") will be provided in accordance with the then-current support policy of Cognata. The current support policy as of the Effective Date is attached as Appendix B.

### 4. Order, Fees, Taxes and Payment Terms

A. Order and Fees. Appendix A (and any future Appendix A which the Parties shall execute) sets out: (i) the items ordered by You, (ii) the fees for such items and (iii) the payment terms in respect of such items (the fees for items ordered under Appendix A are referred to collectively as the "**Fees**"). The Fees are non-cancelable, and any amounts paid are non-refundable, except as expressly provided in this Agreement.

B. You agree and undertake to pay all sales, use, consumption, VAT, GST, and all other taxes, duties or governmental charges that are (or will be) imposed upon and/or which are based on: the Fees, and/or on the licenses and/or right to Use the Cognata Software and on the Services (collectively "**Taxes**").

C. Cognata will invoice the Fees and Taxes, and You shall pay these Fees and Taxes in accordance with the payment terms in Appendix A. If no such payment terms are stated in Appendix A, the Fees and Taxes shall be paid within seven (7) days of the invoice date. Timely payment is of the essence of this Agreement. You shall pay the Fees and Taxes without deduction, setoff, or counterclaim. Unless agreed otherwise in writing, the Fees and Taxes shall be paid in USA currency. Without derogating from any right or remedy of Cognata, late payments are subject to an interest charge of 1% per month. For the avoidance of doubt, the foregoing does not exhaust Cognata's remedies in the case of Your failure to pay on time.

### 5. Intellectual Property in the Cognata Software

Cognata is the owner of the Cognata Software. Cognata retains all rights, title and interest in and to the Cognata Software including any and all Intellectual Property Rights therein, and likewise retains all rights, title and interest in and to any Derivative Works of the Cognata Software including any and all Intellectual Property Rights therein. Except for the limited license to Use the Cognata Software as expressly authorized by Cognata in this Agreement, You shall have no other rights, title or interest in or to the Cognata Software.

## 6. Confidential Information.

A. In connection with this Agreement, either of the Parties (in this capacity, a "**Receiving Party**") will receive from the other Party (in this capacity, a "**Disclosing Party**") or will have access to information, data, materials and computer code (collectively, "**Information**") (actual access is deemed as disclosure) that the Disclosing Party considers confidential (hereinafter "**Confidential Information**", such term shall include without limitation all copies, extracts, derivatives and portions thereof).

The Disclosing Party's Confidential Information shall not include Information which the Receiving Party can prove: (i) was already lawfully known to the Receiving Party before it was disclosed to it or before it had access to such Confidential Information. This exclusion shall not apply with respect to Information which the Receiving Party became aware of under a previously executed confidentiality undertaking towards the Disclosing Party or under a previously executed agreement with the Disclosing Party; (ii) is independently developed by the Receiving Party without access to or use of Confidential Information of the Disclosing Party as proven by written records, (iii) is generally known to the public without breach of this Agreement by the Receiving Party or anyone on its behalf, or (iv) is lawfully obtained by the Receiving Party from any third party who did not acquire or disclose such Information in breach of any obligation to the Disclosing Party.

It is agreed that the Confidential Information of Cognata shall be deemed to include but shall not be limited to the Cognata Software and the Output.

B. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party to any third party, except its employees and independent contractors ("**Representatives**") who have a need to know the Disclosing Party's Confidential Information for the purpose of performance of this Agreement/exercise of the Receiving Party's rights hereunder, and who are likewise subject to written agreements containing confidentiality and non-use obligations substantially similar to those set forth herein. The Receiving Party shall ensure the compliance of its Representatives with the terms of this Section 6. Any breach of this Agreement by a Receiving Party Representative shall be deemed as a breach of this Agreement by the Receiving Party. For the avoidance of doubt (and as stated in Section 2) it is agreed that the Company Software will be Processed by the cloud service provider on which Cognata hosts (or will host) the Cognata Cloud.

C. The Receiving Party shall at all times take measures to keep the Confidential Information of the Disclosing Party confidential and these measures will be similar to those that the Receiving Party takes in respect of its own Confidential Information of like importance, which efforts and measures shall be no less than reasonable.

D. The Receiving Party shall not make any use of the Confidential Information of the Disclosing Party except in connection with the performance of this Agreement and/or in accordance with its rights hereunder.

E. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information of the Disclosing Party by its Representatives and will cooperate with the Disclosing Party in every reasonable way to assist the Disclosing Party to regain possession of the Disclosing Party's Confidential Information to prevent its further unauthorized use or disclosure.

F. Upon the written request of the Disclosing Party, all Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be returned to the Disclosing Party or destroyed.

G. In the event the Receiving Party becomes legally compelled by law, rule regulation or court order, or any other governmental body having similar authority over the Receiving Party to disclose any portion of the Confidential Information of the Disclosing Party, the Receiving Party shall to the extent permitted by applicable law provide the Disclosing Party with prompt notice thereof and the Receiving Party shall cooperate with the Disclosing Party to reduce the scope of the disclosure. Subject to the above, the Receiving Party may disclose only that portion of the Confidential Information of the Disclosing Party which it is legally required to disclose. In addition, if the shares of the Receiving Party are traded on any recognized stock exchange, the Receiving Party may disclose that portion of the Confidential Information of the Disclosing Party which it is legally required to disclose.

H. The confidentiality and non-use obligations of the Receiving Party shall continue for a period of five (5) years from the date of disclosure and shall survive the expiration (or termination) of this Agreement. In addition, and with respect to Confidential Information of the Disclosing Party which also qualifies as a trade secret under Israeli law, the confidentiality and non-use obligations herein shall survive the expiration (or termination) of the above five (5) years period and shall continue in full force and effect until such Disclosing Party's Confidential Information no longer qualifies as a trade secret under Israeli law.

## 7. Representations, Warranties and Disclaimers.

A. Cognata warrants that during a period of one (1) Year following the Effective Date, the Cognata Software will operate in all material respects as described in the Documentation provided to You prior to the Effective Date (the "**Warranty**" and "**Warranty Period**", respectively). The Warranty will be subject to: (a) the Cognata Software having been properly Used by You at all times in accordance with the applicable Documentation; and (b) the Cognata Software not having been modified by persons other than Cognata. Your sole remedy and Cognata's entire obligation and liability for a Warranty claim under this Section 7(A) is for Cognata to make commercially reasonable efforts to provide a workaround, bug fix or correction for reproducible defects in the Cognata Software reported to Cognata in writing, all at no additional charge to You; provided, however, that (A) the Warranty claim is made in writing within the Warranty Period; and (B) Cognata determines that the defect is not due to Your or Your Named Users' actions and that it also determines that as a result of the defect the Cognata Software is totally inoperable. If Cognata concludes that it cannot correct or provide a work around or a bug fix or correction to the reproducible defect in the Cognata Software in a commercially reasonable way and as a result the Cognata Software is totally inoperable, then Cognata may inform You of such conclusion, and following such written notice, You may inform Cognata within thirty (30) days after such notice, that You are ending the Use of the Cognata Software, and if You pre-paid any fees for the period after such termination date, You will receive a prorated portion of any prepaid fees for the period of time after the termination date. Upon Your notice that You are ending the Use of the Cognata Software, Your right to Use the Cognata Software shall terminate.

B. Both Parties represent (each for itself) that they have the capacity to enter into this Agreement, and the person executing this Agreement on their behalf is authorized to bind them by the terms and conditions hereof.

C. YOU ACKNOWLEDGE THAT COGNATA DID NOT (AND DOES NOT) REPRESENT, WARRANT AND/OR UNDERTAKE THAT THE COGNATA SOFTWARE WILL BE PRECISE, SECURE, MEET YOUR REQUIREMENTS, ACCURATE, ERROR FREE, AVAILABLE AT ALL TIMES, UNINTERRUPTED, WILL OPERATE IN COMBINATION WITH ANY AND ALL OF THE COMPONENTS OF YOUR SOFTWARE, NON-INFRINGEMENT OR THAT ALL DEFECTS IN THE COGNATA SOFTWARE WILL BE CORRECTED. OTHER THAN COGNATA'S REPRESENTATIONS AND WARRANTIES IN SECTIONS 7(A) AND 7(B) ABOVE, COGNATA DOES NOT MAKE ANY OTHER REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED OR STATUTORY) IN RESPECT OF THE COGNATA PLATFORM AND/OR THE USE OF THE COGNATA PLATFORM, AND ALL REPRESENTATIONS AND WARRANTIES OF COGNATA ARE HEREBY DISCLAIMED. YOU FURTHER ACKNOWLEDGE THAT COGNATA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES, INCLUDING THE INTERNET, AND THAT THE COGNATA SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF A CLOUD SERVICE. COGNATA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

D. YOU HAVE SOLE RESPONSIBILITY FOR ANY AND ALL CONCLUSIONS, DECISIONS AND/OR ACTIONS TAKEN BY YOU IN RELIANCE ON THE COGNATA PLATFORM. YOU ASSUMES ALL RESPONSIBILITIES FOR THE SELECTION OF THE COGNATA PLATFORM TO ACHIEVE YOUR INTENDED RESULTS, AND FOR ANY USE OF THE RESULTS (OUTPUT) OBTAINED. YOU ACKNOWLEDGE THAT ANY AND ALL ACTIONS AND/OR DECISIONS AND/OR CONCLUSIONS BASED ON THE COGNATA PLATFORM MUST BE THOROUGHLY TESTED AND VALIDATED BY YOU BEFORE BEING INCORPORATED, DISTRIBUTED OR OTHERWISE USED OR RELIED UPON. IN NO EVENT WILL COGNATA BE RESPONSIBLE FOR YOUR END PRODUCT, APPLICATION OR ANY OTHER USE WHICH WILL BE MADE WITH THE OUTPUT (SUCH AS ITS USE FOR URBAN TRAFFIC PLANNING).

E. Cognata makes no representations or commitments and shall have no liability or obligation whatsoever in relation to the Third-Party Components, open-source software, Minimum Requirements, and/or any third-party communication networks.

#### 8. IP Infringement.

A. SUBJECT TO THE LIMITATION THAT THE AGGREGATE LIABILITY OF COGNATA UNDER THIS SECTION 8 (REGARDLESS IF THERE WAS ONE OR MORE INFRINGEMENT CLAIMS AGAINST YOU) SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO COGNATA IN RESPECT OF THE COGNATA SOFTWARE DURING A TERM OF ONE (1) YEAR PRIOR TO THE DATE IN WHICH THE CLAIMANT(S) FILED HIS/HER/ITS CLAIM, Cognata shall defend You from and against any claim by a third party ("**Claimant**") in court against You that Your Use of the Cognata Software infringes the Intellectual Property Rights of such Claimant (the "**Claim**"), and Cognata will pay subject to the above limitation all damages, costs, and expenses finally awarded (or agreed to by settlement) for any such Claim. .

B. You undertake to provide Cognata prompt written notice of such Claim (including any threat, warning or notice prior to such Claim in which the Claimant alleged that Cognata Software infringes his/her/its Intellectual Property Rights) giving Cognata sufficient time to enable it to defend against such Claim (Your notice will describe the Claim in reasonable detail, will include copies of all available material of the Claim, and will indicate the estimated amount claimed by the Claimant, if any. Your failure to provide such notice thereof in a reasonably practical and prompt manner to Cognata shall relieve Cognata of any obligations owed hereunder to the extent that Cognata has been materially prejudiced by Your failure in giving such prompt notice).

C. Cognata will be relieved of its obligations hereunder if You do not permit Cognata to direct and control the defense of the Claim as well as any settlement with the Claimant. However, any settlement or compromise of any such Claim requiring You to admit liability, pay money, or take (or refrain from taking) any action, will require Your prior written consent, which consent may not be unreasonably withheld or conditioned by You.

D. Cognata will be relieved of its obligations hereunder to the extent that the liability to the Claimant: (a) is attributable to Your negligence, recklessness, willful misconduct, fraud, or misrepresentation; (b) is attributable to the modification by You of the Cognata Software (or any portion thereof); or (c) is attributable to the combination of the Cognata Software (or any portion thereof) with anything not supplied by Cognata hereunder; or (d) is attributable to Cognata's compliance with Your designs, or instructions; or (e) is attributable to the Use by You of a version of the Cognata Software which has been superseded, if the infringement claim could have been avoided by using the then-current version of the Cognata Software which was made available to You; or (f) is attributable to the Company Software.

E. You shall have the right to participate at Your own expense in the defense of a Claim, including any related settlement negotiations.

F. If a Claim is brought to Cognata's attention, Cognata may choose, at its sole expense to do one of the following: (a) procure a license from the Claimant so that the Cognata Software does not infringe his/her/its Intellectual Property Rights; or (b) modify the infringing element to make it non-infringing without materially reducing its functionality; or (c) replace the infringing element with a non-infringing, functionally-equivalent alternative. If none of the options above are commercially reasonable in Cognata's opinion, Cognata may elect to terminate this Agreement at Cognata's sole discretion. In such case, Cognata shall refund to You a prorated portion of any prepaid fees for the period of time after the termination date.

G. The above provisions provide Your exclusive and sole remedy for any infringement claim (including liability) in respect of the Cognata Software.

#### 9. Exclusions and Limitation of Liability.

A. EXCEPT FOR MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER ISRAELI LAW:

- (I) IN NO EVENT SHALL COGNATA BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING) AND/OR FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF DATA, LOSS OF REVENUES, LOSS OF SAVINGS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION ARISING FROM AND/OR IN CONNECTION WITH THIS AGREEMENT, AND/OR THE USE OF THE COGNATA PLATFORM, AND/OR THE SERVICES.
- (II) YOU AGREE THAT IF YOU HAVE (OR WILL HAVE) ANY BASIS FOR RECOVERING DAMAGES (INCLUDING BREACH OF THIS AGREEMENT), YOUR EXCLUSIVE REMEDY, AND THE MAXIMUM AGGREGATE LIABILITY OF COGNATA FOR ANY AND ALL

DAMAGES AND LOSSES ARISING FROM AND/OR IN CONNECTION WITH THIS AGREEMENT, AND/OR THE USE OF THE COGNATA PLATFORM AND/OR THE SERVICES SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO COGNATA IN RESPECT OF THE LICENSE TO USE THE COGNATA SOFTWARE IN THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM **LESS** ANY AMOUNTS PAID BY COGNATA TO YOU IN CONNECTION WITH THIS AGREEMENT AND/OR THE USE OF THE COGNATA PLATFORM (INCLUDING ANY AMOUNTS PAID OR TO BE PAID UNDER SECTIONS 7(A) AND 8 OF THIS AGREEMENT, IF ANY).

(III) YOU AGREE THAT IF YOU ARE NOT ENTITLED TO RECOVER ANY OTHER DAMAGES OR LOSSES EVEN IF THE ABOVE DAMAGES REMEDY DOESN'T FULLY COMPENSATE YOU FOR ANY DAMAGES OR LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF COGNATA KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES OR LOSSES.

B. THE ABOVE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL APPLY TO ALL CAUSES OF ACTION AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, EQUITY, BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHERWISE) AND EVEN IF SUCH DAMAGES OR LOSSES WERE OR COULD HAVE BEEN FORESEEABLE.

C. YOU AGREE THAT COGNATA'S LICENSORS, AND COGNATA'S AFFILIATES, ITS AND THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, RESELLERS, DISTRIBUTORS, REPRESENTATIVES, THIRD PARTY SOFTWARE PROVIDERS, SERVICES PROVIDERS AND VENDORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE USE OF THE COGNATA PLATFORM.

D. YOU UNDERSTAND AND AGREE THAT IN RETURN FOR YOUR CONSENT TO THE LIMITATION/EXCLUSION OF LIABILITY SET FORTH HEREIN, COGNATA IS ABLE TO OFFER YOU THE RIGHT TO USE THE COGNATA SOFTWARE FOR THE FEES CHARGED BY COGNATA. THIS LIMITATION/EXCLUSION OF LIABILITY IS IN THE AGGREGATE AND NOT PER INCIDENT. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE FULLY CONSIDERED THE FOREGOING.

#### 10. **Agreement Period.**

A. This Agreement comes into effect on the Effective Date and unless terminated earlier shall continue until the lapse of all the periods of Use granted by Cognata to You in respect of the Cognata Software ("**Agreement Period**") (and if after the expiration of the Agreement a new license to Use will be granted, this Agreement shall apply to the new license regardless of the fact that the Agreement expired earlier; and the term Agreement Period will refer to all the periods of Use granted to You in respect of the Cognata Software).

B. Termination of this Agreement (or expiration of the Agreement Period) shall be without prejudice to any rights or remedies either Party may have against the other Party, including those set out in this Agreement.

C. Each Party may terminate this Agreement, by written notice to the other Party, if the other Party materially breaches this Agreement and such breach: (i) cannot be cured (*for example, breach of the restrictions in 2B, breach confidentiality or intellectual property violation, or breach of 11F*), the termination will be effective immediately; or (ii) being capable of cure, remains uncured fourteen (14) days after the breaching Party receives written notice thereof. The termination will be effective on the lapse of the fourteen (14) days period. In addition, Cognata may terminate this Agreement if a receiver is appointed to You, or if You file for or a third party has filed against You, liquidation, bankruptcy, insolvency or analogous proceedings which are not dismissed within 60 days after the receiver's appointment, or the filing of the liquidation, bankruptcy, insolvency or analogous proceedings. Without derogating from the above, Cognata may suspend the availability of the Cognata Software in the event of Your failure to pay any amount due to Cognata, or in the event Cognata reasonably suspects any Use of the Cognata Software by You is inconsistent with the terms and conditions herein.

D. Upon the earlier of the termination of this Agreement (or expiration of the Agreement Period): (i) You shall cease the Use of Cognata Software; (ii) You shall pay Cognata all outstanding Fees and Taxes and (iii) You shall destroy and permanently erase all copies of the Cognata Software in Your possession or control, and, upon request, forward written confirmation to Cognata that all such copies have been destroyed and permanently erased.

E. In the event of a termination of this Agreement (or expiration of the Agreement Period), all the terms and conditions of this Agreement which by their nature are intended to survive termination/expiration shall survive such termination/expiration: 2B (Restrictions), 2G (Compliance), 2H (Statistical Usage Information), 4 (Order, Fees, Taxes and Payment Terms), 5 (Intellectual Property), 6 (Confidential Information), 7 (Representations Warranties and Disclaimers), 8 (IP Infringement), 9 (Exclusions and Limitation of Liability), 10B, D, E (Agreement Period), and 11 (Miscellaneous).

#### 11. **Miscellaneous.**

A. **Force Majeure.** A Party is not responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by it; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of that Party.

B. **Feedback.** Cognata shall have all right, title and interest, including, without limitation, all Intellectual Property Rights, to freely use and incorporate into the Cognata Software any suggestions, enhancement requests, recommendations or other feedback provided by You and/or Named User relating to the Cognata Software ("**Feedback**") without any obligation or payment to You. The right granted herein to the Feedback is perpetual, irrevocable, royalty free, worldwide right (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare Derivative Works of, display, perform and otherwise exploit such Feedback without restriction.

C. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all other proposals, communications, verbal or written between the Parties regarding the subject matter hereof. No representation or statement not expressly contained in this Agreement will be binding on any Party. Any and all purchase orders (or other communication) in respect of the Cognata Software and/or Services shall be deemed to incorporate the terms and conditions of this Agreement. The terms and conditions of the purchase order (or other communication) shall not in any way modify, amend, or add to the terms and conditions of this Agreement. For clarity, Cognata hereby rejects any term, provision or condition in a purchase order (or other communication) which conflict with, or purport to add to or modify this Agreement; and

should Cognata reference the purchase order in its invoice, such reference does not and will not imply acceptance of the terms and conditions of the purchase order.

D. **Amendments.** This Agreement may not be modified or amended except in a writing executed by both Parties.

E. **Waiver.** A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition but shall apply solely to the specific event to which such waiver is directed.

F. **Export.** You undertake: (i) to comply with Your import local law and Israel's defense export control law with respect to the Cognata Software and/or Output, consequently, You shall refrain from using the Cognata Software and/or Output without obtaining the necessary approvals and permit, should such approval and permit be required under said laws; and (ii) not to export the Cognata Software and/or Output to Iran, Syria, Iraq or Lebanon, or to any country or entity or country which is embargoed by the United Nations, or allow anyone from these countries or entities to Use the Cognata Software and/or Output.

G. **Assignment.** Cognata may assign its rights or obligations pursuant to this Agreement, upon such assignment it will notify You of such assignment. You agree and undertake not to assign any rights or obligations under this Agreement; any attempted assignment in contradiction to the above shall be null and void.

H. **Invalid Term or Condition.** If any part of this Agreement shall be deemed invalid, illegal or unenforceable such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

I. **Governing Law and Jurisdiction.** The laws of the State of Israel (without giving effect to its conflict of laws rules) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance, enforcement, and termination. The United Nations Convention on Contracts for the International Sale of Goods and its provisions shall not apply to this Agreement. The competent courts of Tel-Aviv, Israel shall have exclusive jurisdiction with respect to any dispute or disagreement arising out of or relating to this Agreement regardless of the cause of action whether in contract, tort or other theory of liability and the Parties hereby consent to the exclusive jurisdiction and venue of the Tel-Aviv, Israel courts. Notwithstanding the foregoing, Cognata may in its discretion bring court proceedings in any court having jurisdiction over You to seek an injunction, specific performance, or other equitable relief to enforce any right or obligation under this Agreement, and likewise Cognata may in its discretion bring court proceedings against You in the jurisdiction in which You are incorporated if Cognata is concerned that a judgment of the Israeli courts would not be enforced in the jurisdiction in which You are incorporated. You hereby consent to the jurisdiction and venue of these courts. For the avoidance of doubt You agree that You will not bring court proceedings in any court other than the Tel Aviv, Israel courts.

J. **Notices.** All notices required or permitted to be given hereunder shall be in writing and in English, and shall make reference to this Agreement, and shall be delivered either by hand, dispatched by prepaid courier, registered mail, or by email, addressed to the relevant Party's address set out in the heading of this Agreement (and if by email: if to Cognata to: [danny@cognata.com](mailto:danny@cognata.com) and if to You:                   @                  ). Such notices shall be deemed served on the earlier of: (1) their actual receipt by the addressee, or (2) within seven (7) days of their dispatch, and if delivered by email, one day after the email was sent provided no undeliverable message has been generated in respect of such email. The Parties may give written notice of a change of address, and after notice of such change has been received, any notice shall thereafter be given to such Party at such changed address.

K. **Localized Language.** By entering into the Agreement, You hereby irrevocably and unconditionally waive any law applicable to You requiring that the Agreement be localized to meet Your language

L. THIS AGREEMENT DOES NOT CONSTITUTE A STANDARD FORM CONTRACT. EACH PARTY AGREES THAT THIS AGREEMENT SHALL BE DEEMED THE JOINT WORK OF THE PARTIES AND THAT ANY PRESUMPTION OR RULE REQUIRING THE CONSTRUCTION OR INTERPRETATION OF THE AGREEMENT AGAINST THE PARTY DRAFTING THE AGREEMENT SHALL NOT APPLY.

M. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

The Parties are agreeing to this Agreement as of the Effective Date and signing it by their authorized representatives.

**Cognata Ltd.**

**CUSTOMER**

\_\_\_\_\_  
By: Dan Atsmon  
\_\_\_\_\_  
Title: CEO  
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**Appendix A**

THE LICENSE GRANTED AND FEATURES COVERED, FEES, PAYMENT TERMS AND ANY OTHER TERMS SPECIFIC TO THE CUSTOMER AND TRANSACTION – TO BE AGREED IN AN ORDER ACCEPTED BY COGNATA. THE ORDER WILL CONFORM TO THE QUOTATION PROVIDED BY COGNATA



**Appendix B**  
**Support Policy**

This document describes the support services which Cognata will provide to You. The Support is applicable only for issues that are demonstrable in the then-currently supported release(s) of the Cognata Software running unaltered in a manner authorized by Cognata.

**Installation**

You shall install the binary code of the Cognata Station delivered to You (if any) in accordance with the Agreement. As part of such installation You should verify that the Cognata Station operates properly. You must promptly report to Cognata any issues with such installation. Cognata will use commercially reasonable efforts to respond to any such installation issues.

**Maintenance**

Cognata will make available software updates generally released for the Cognata Software during the time period for which You has purchased Support.

**Support**

You using its Technical Contact (as defined below) shall log Support requests with Cognata’s helpdesk who will receive the Support requests, document them, and assign to each request a Severity Level. If the Support request concerns a Severity 1 or Severity 2 issue the Support request should be done both by email and by telephone. Cognata’s helpdesk will be available to respond to You’s Support requests between the hours of 0900 and 1700 IST Sunday to Thursday, Israeli public holidays excepted (“**Working Hours**”). Support will be provided in English.

Severity Level	1: The Cognata Software is totally inoperable	2: High Major feature or function failure	3: Minor feature or function failure	4: Low Minor problem
Severity Level Description	The Cognata Software is totally inoperable, resulting in a total disruption of work. No workaround is available.	Major functionality failure. Operations are severely restricted, although work can continue in a limited fashion. No workaround is available	Minor functionality failure. The Cognata Software does not operate as designed, resulting in a minor loss of usage. A workaround may be available.	There is no loss of operation. For example, this may be a request for documentation, general information, or a Software enhancement request
Initial Response Time Objectives				
	4 Working Hours	12 Working Hours	2 business days	3 business days
Subsequent Response Objective				
	Next business day	Next business day	NA	NA
Target for Problem Correction/Workaround				
	2 business days	5 business days	Next release	Next release

\*Failure to meet the above target times will not constitute a breach by Cognata.

You are aware that to resolve certain Support requests, it may be necessary to grant Cognata with access to You’s computer systems. Cognata may refuse to provide Support for a defect which necessitates access to You’s computer systems to diagnose it, and such access is refused by You.

Cognata will use commercially reasonable efforts to correct reported defects in the Cognata Software which Cognata can reproduce. Corrections to such defects can be provided as part of a workaround, bug fix, new release etc., based on the defect’s prioritization or criticality.

If the defect reported by You is due to any of the following, You may be charged a fee for the time spent by Cognata trying to resolve the defect reported: (i) the modification by You of the Cognata Software (or any portion thereof); or (ii) the combination of the Cognata Software (or any portion thereof) with anything not supplied by Cognata; or (iii) the Use of the Cognata Software (or any portion thereof) in any manner for which the Cognata Software (or any portion thereof) is not designed; or (iv) the Use by You of a version of the Cognata Software which has been superseded, if the defect could have been avoided by using the then-current version of the Cognata Software which was made available to You; or (v) You Software.

In addition to responses to defects in respect of the Cognata Software, Cognata’s helpdesk will likewise answer queries on the operation of the Cognata Software.

**Technical Contact**

You must designate up to two technical contact people who will be the sole liaisons between You and Cognata’s helpdesk (“**Technical Contacts**”) for Support. The Technical Contacts must be knowledgeable about the Cognata Software in order to help resolve system issues and to assist Cognata in analyzing and resolving Support requests. When submitting a Support request, the Technical Contact must have a baseline understanding of the problem You is encountering and an ability to reproduce the problem in order to assist Cognata in diagnosing and determining its Severity. To avoid interruptions in Support, You must notify Cognata whenever technical contact responsibilities are transferred to another individual.