



POC Software Usage License Terms

General

As a provision for the use of the seating areas' management system (hereinafter the "**Software**") you and/or the corporation are required to enter into an engagement agreement, which constitutes a binding legal contract as well as an integral part of the usage license between you (hereinafter the "**Licensee**") and P.O.C. - Point of Contact Ltd, company registration no. 513745984 (hereinafter the "**POC**").

The usage and service license is contingent upon the payment of period usage fees, which are detailed in the engagement agreement.

The Licensee is required to read and accept the terms of the agreement by drawing his signature at the bottom of the agreement prior to use.

In the event where the Licensee fails accept the terms of the agreement, he shall not be authorized to install and/or use the software and/or the services provided by POC. Any use of the software and/or services shall constitute agreement and acceptance of all of the provisions listed in the engagement agreement and the usage license terms.

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- (A) Allow third parties to benefit from the use of the software and/or services, among others, to lease out or grant a sub-license, transfer rights, lend, market, sell to any third party or distribute the software or materials and/or services related to such or part thereof in any manner whatsoever;
- (B) Copy or reproduce the software in full part thereof, other than for the purposes of creating a backup copy serving the purpose of re-installing the software at the Authorized User only;
- (C) Use the information included in the software that constitutes any commercial secret, develop other software that may interface with the software;
- (D) Modify, translate or create derivative works of the software or parts thereof;
- (E) Bypass technical barriers within the software, use any tool that enables the use of characteristics and/or functions that otherwise cannot be operated in the software, execute reverse engineering of the software;
- (F) Carry out or attempt to carry out any operation that may interfere with the proper use of the software and/or the services provided, prevent access to use the software or services by POC;
- (G) Use the software in a manner other than that allowed under this section.

The use of the term "software" includes any component, software, tool, and service provided by POC. The Licensee shall be entitled to install in his computers updating files for the software to be provided by POC from time to time, all in accordance with and



subject to this agreement and the terms of use. This issue shall apply also to modifications and upgrades the Licensee may be provided with in the future.

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Updates of the Software and Services

POC shall be entitled, from time to time, to update, upgrade, improve and secure the software, versions, software maintenance files and services, as well as any app or other file related to the software and services (hereinafter “*Software and Services Updates*”) automatically and electronically, as the Licensee allows POC access to the designated server on which the software is installed, both via the Internet as well as physically as required.

Any upgrade, modification and connection to inter-organization systems of the Licensee shall be carried out by POC together with the Licensee in a sterile work environment prior to connecting to the active software.

POC reserves the right and sole discretion to carry out automatic software updates.

Waiver of Claims

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The Licensee hereby declares that he is aware that the software and services enable the display of areas and seating/object locations, however is not to replace professional counseling in legal or engineering matters or any other service (hereinafter “***Professional Counseling***”), he is required to obtain professional counseling from a professional who engages in providing professional services in the relevant field. POC does not undertake nor does it profess to provide any representation according to which the use and display of the Information meets all of the design requirements.

Restriction of Liability

POC declares that it shall make all reasonable efforts to resolve Malfunctions upon the technical support services’ receipt of request; however, such does not constitute representation of any undertaking as to the time frame within which a Malfunction will be resolved.

POC shall not be liable for the Licensee’s server and/or any Malfunction stemming from any hardware and/or software existing on the server allocated by the Licensee.