

END USER LICENSE AGREEMENT
Version 1.1.0

This End User License Agreement ("**Agreement**") is between the individual or entity that accepts it ("**you**"), and Corsight AI Ltd. ("**Corsight**"). You accept this Agreement by clicking an "agree" or similar button, where this option is provided by Corsight, or if you install, use or access the Software (as defined below) or any part thereof. Your agreement to the terms herein also binds your authorized users, your company or organization. If you do not agree to the terms of this Agreement, do not accept it. Before accepting this Agreement, please carefully read it.

1. **INTRODUCTION.**

1.1. Corsight is the owner of certain unique and proprietary facial recognition technology software (the "**Software**", which definition shall also include all updates, upgrades, improvements, bug fixes, and other modifications made in connection therewith, and any other material (whether written or oral), products, deliverables, hardware, hardware design and/or services provided by Corsight under this Agreement), which is licensed to you subject to the terms of this Agreement. This Agreement forms a legally binding contract between you and Corsight in relation to your use of the Software.

1.2. The Software also includes all enhancements, modifications, additions, translations, compilations, or other software delivered to you by Corsight hereunder and any and all printed and electronic documentation provided with the Software.

1.3. You may not use the Software and may not accept the Agreement if you are a person barred from receiving the Software under the laws of the State of USA or other countries including the country in which you are resident or from which you use the Software.

1.4. If you are agreeing to be bound by this Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement. If you do not have the requisite authority, you may not accept the Agreement or use the Software on behalf of your employer or other entity.

2. **LICENSE GRANT.**

2.1. Subject to your compliance with the terms and conditions of this Agreement, Corsight grants to you, for the duration of the License Term (as defined below) a personal, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, limited scope license to install, access and use the Software, in object code form only, solely for your internal use. Use of the Software for any other purpose shall require Corsight's prior written consent and shall be subject to such terms (including pricing) to be separately agreed upon.

2.2. You shall not make any copies of the Software and are expressly prohibited from providing the Software or any portion thereof, or access thereto, to any third party, except as otherwise agreed to by Corsight in writing.

2.3. You shall not remove or destroy any copyright or restricted rights notices: (a) affixed to any media containing the Software; or (b) incorporated within the Software. You shall reproduce any such copyright or restricted rights notices in any copy of the Software created by you.

2.4. Corsight may make modifications, additions and upgrades to the Software, as it deems necessary. The terms of this Agreement will apply to any updates that Corsight may make available to you unless the update is accompanied by a separate license, in which case the terms of that license will govern.

2.5. Third Party Software.

2.5.1. Open Source. The Software may use or may be provided with third party open source software ("**Third Party OS Software**"), including those detailed in the accompanying documentation and/or README file conveyed together with the Software. To the extent so stipulated by the license that governs each Third Party OS Software ("**Third Party OS License**"), each such Third Party OS Software is licensed directly from the respective licensors of such Third Party OS Software and not sublicensed from Corsight and is subject to its respective Third Party OS License, not to this Agreement. If, and to the extent, a Third Party OS License requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions 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 OS Software which is governed by such Third Party OS License. If, and to the extent, a Third Party OS License requires that the source code of its corresponding Third Party OS Software be made available to you, and such source code was not delivered to you with the Software, then Corsight hereby extends a written offer, valid for the period prescribed in such Third Party OS License, to obtain a copy of the source code of the corresponding Third Party OS Software, from Corsight To take up this offer, contact Corsight at: info@corsight.ai. In the event that you or another third party, modifies, replaces or substitutes any Third Party OS Software used in or provided with this Software, Corsight and its representatives are irrevocably and fully released from any and all obligations for any support and maintenance services, any other services, and all other liabilities, warranties, duties, performance with respect to the Software.

2.5.2. Third Party Commercial Software. The Software may use or may be provided with certain third party commercial software licensed to Corsight (“**Third Party Commercial Software**”). Certain Third Party Commercial Software components embedded within the Software are provided as part of the Corsight Software under the terms and conditions set forth in this Agreement. However, certain other Third Party Commercial Software components may be subject to additional terms and conditions which are determined by the owner/licensor of such Third Party Commercial Software, and in such event, notwithstanding anything to the contrary, the terms and conditions applying to the use of any such Third Party Commercial Software shall be such third party terms (“**Third Party Terms**”) including, without limitation, Third Party Terms relating to a narrower license scope and/or additional license restrictions, limited warranties and indemnification clauses, and limitations of liability, amongst other things. Exhibit A to this Agreement includes a list of all such Third Party Commercial Software and reference to the applicable Third Party Terms applicable thereto.

3. **HUMAN RIGHTS AND USE OF THE SOFTWARE BY YOU**

3.1. The goods and services which are provided by Corsight are developed with the intention that they will be used to bring positive benefits to society, and will be used in a manner which accords with the International Bill of Human Rights which preserve and respect the freedoms of citizens. You undertake and confirm that your intended operational conduct and the associated use of the Software is in accordance with those standards and further accords with laws relevant in particular to Human Rights, surveillance, equality and data privacy and internationally recognized standards which are applicable to conduct, and that, at all times the technology shall be operated within that legal framework and any associated codes of practice, that there is no law, regulation or legal standard which does not enable such use of the Software. You additionally confirm that your intended use of the Software shall not breach or contradict any of the foregoing laws and/or any appropriate domestic legal framework, and all use of the Software shall be in full compliance with any such domestic legal framework and with laws relevant to the jurisdiction of the end user and end use. .

3.2. You agree to use the Software only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

3.3. You acknowledge and confirm that it is your sole responsibility to ensure that your computer, operating systems, network connections and any other related data and/or equipment, meets all the necessary technical specifications to enable you to access and use the Software. It is explicitly clarified that Corsight does not provide you with any other data and/or equipment in connection with the access and/or use the Software. You are responsible for all fees charged by third parties related to your access and use of the Software (e.g., charges by Internet service providers, air time charges, data maintenance).

3.4. Corsight cannot guarantee that the Software will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Software, and may result in the failure of your communications including, without limitation, your local network, firewall, your internet service provider, the public internet and your power supply. Software takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

4. **DATA PROTECTION, ETHICAL USE AND PRIVACY.**

4.1. You represent that your use of the Software will be in accordance with the provisions of the applicable data protection laws and AI and face recognition laws and that you have all the necessary rights and authorizations required to process personal data while using the Software (i.e. data that identifies a natural person or makes a natural person identifiable).

4.2. You acknowledge that you are responsible for ensuring that all necessary information and privacy notices are provided to individuals whose personal data is processed when you use the Software.

4.3. Corsight implements appropriate technical and organizational measures to assist you in complying with the data protection laws you are subject to when using the Software, and shall make reasonable efforts to cooperate with you when such cooperation is required for compliance. Corsight’s data protection practices are further elaborated under Corsight’s Data Protection Overview document.

4.4. Corsight implements appropriate safeguards to avoid the risk of unlawful discrimination while assuring the fairness, accuracy, quality and reliability of the Software it provides and the functions it is designed to produce. Corsight is dedicated to design its products to meet the ethical standards Corsight adheres to, and is devoted to assist its users in legally utilizing the Software, while reducing the risk of unlawful discrimination. For more information on Corsight’s ethical oriented approach, please see Corsight’s Charter of Ethics at corsight.ai/trust-center/. For more information on Corsight’s non-discriminatory tools, please contact Corsight at: info@corsight.ai.

4.5. You additionally undertake to keep these arrangements under review by appropriate seniority in your organization and to notify Corsight as soon as practicable with regards to any relevant aspect of performance of the Software or the arrangements surrounding its operation which indicates inaccuracy, bias, successes, errors, breaches of law or any other matter from which your experiential performance and that of our technology may benefit future learning and development of the Software we produce or the business of the Provider.

4.6. You agree to cooperate, provide/facilitate access to, information in connection with any request made by Corsight to conduct 'due diligence' enquiries which are intended to derive confidence as to the lawful and ethical use of our technology and the appropriate management of risks associated with such use to human rights violations.

5. SUPPORT AND MAINTENANCE SERVICES.

5.1. If you have acquired a perpetual license for the Software ("**Perpetual Account**"), the maintenance, technical and support services for the Software (the "**Support Services**") shall be provided by the Authorized Representative (as such term is defined below) for the period of the first 12 months from the date of the receipt by the applicable Authorized Representative of your written activation request with respect to such Perpetual Account (the "**Activation Request**"), for no additional charge. Upon the lapse of such 12 months you shall be required, as a condition to continue receiving the Support Services with respect to such Perpetual Account, to place an order with an Authorized Representative for receipt of the Support Services, for a period of 12 months, and thereafter to renew such order on an annual basis.

5.2. In the event that upon the lapse of the first 12 months from the Activation Request of a Perpetual Account, or the lapse of any subsequent 12 months renewal period(s) as aforementioned (such time – "**End of Software Maintenance**"), such order has not been placed or renewed, as applicable, the Perpetual Account shall remain active, however no further Support Services shall be made available to you in connection with your Perpetual Account. If you place or renew, as applicable, the aforementioned order, within a period of 30 days from the End of Software Maintenance, then the Support Services shall resume as of the time such order has been renewed, otherwise, if you place or renew, as applicable, the aforementioned order, after the lapse of the aforementioned period of 30 days, Corsight may charge additional fees for the Support Services or otherwise condition their provision as it deems fit.

6. TERM AND TERMINATION.

6.1. The initial term of this Agreement shall be as set forth under the license terms of Corsight's applicable authorized distributor or reseller (the "**Authorized Representative**") from which you ordered the Software (the "**License Term**").

6.2. If you want to terminate this Agreement, you may terminate it by uninstalling and destroying all copies of the Software that are in the possession, custody or control of you, your authorized users and your organization.

6.3. Corsight may terminate this Agreement (i) at any time for any or no reason upon 30 days prior written notice to you, or (ii) immediately upon written notice to you if you (a) have materially breached this Agreement or (b) file a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or make an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or discontinue your business or has a receiver appointed for your business.

6.4. Upon termination or expiration of this Agreement, all rights and obligations pursuant to this Agreement including the licenses shall immediately terminate, except for any provisions of this Agreement that are intended by their nature to survive termination, including Sections 5 ("*Term and Termination*"), 8 ("*Title*"), 10 ("*Warranties and Limitations*"), 11 ("*Indemnification*") and 12 ("*General*") hereunder, which shall survive the expiration or termination of this Agreement.

6.5. Termination of this Agreement under this Section 4 shall be in addition to, and not a waiver of, any remedy at law or in equity available to Corsight arising from your breach of this Agreement or any agreement relating to the Software.

7. FEEDBACK.

In the event you provide Corsight with feedback concerning the functionality and performance of the Software, including, without limitation identifying potential errors, enhancements and improvements, you hereby agree that any such feedback, suggestions, ideas or other inputs, may be freely used by Corsight to improve or enhance its products and, accordingly, all rights to such improvements and/or enhancements, howsoever arising, including as a result of any ideas, inputs or information provided by you as aforesaid, shall vest solely with Corsight.

8. TITLE.

8.1. Corsight retains, at all times, the right, title and interest (including any and all intellectual property rights) in the Software (including, inter alia, any improvements and enhancements thereto) and in any copies thereof and in any other deliverables provided by it hereunder. Without derogating from the foregoing, you explicitly acknowledge that any and all trademarks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with the Software and any other deliverables provided by it hereunder are and shall at all times remain the sole and exclusive property of Corsight.

8.2. Further, it is hereby agreed that any and all inventions, developments, enhancements, source codes, improvements, mask works, trade secrets, modifications, discoveries, concepts, ideas and/or designs, including any derivative works (regardless of whether such derivative works were made pursuant to the request and/or specifications of you, and irrespective of any support and/or assistance Corsight may receive, will receive or has received from you, or any third party) and any proprietary information, including, without limitation, any ideas, concepts, know-how, techniques or insights which may be provided by you pursuant to your use of Software, whether or not patentable or otherwise protectable, and all intellectual property rights associated therewith, which are invented, made, developed, discovered, conceived or created, in whole or in part, independently by Corsight, or jointly with others (including you), in connection with the Software and/or any other confidential or proprietary information of Corsight, shall be the sole and exclusive property of Corsight.

8.3. Without derogating from the above, you will maintain and not remove, alter or obscure any proprietary notices (including the copyright notice) that appear on the Software, any software documentation, on any copies and any media.

9. RESTRICTIONS ON USE.

Your use of the Software is limited to that specifically and explicitly permitted in this Agreement.

You will not, and will not allow, permit or assist any third party: (i) engage in, cause, or permit the reverse engineering, disassembly, de-compilation or any similar manipulation or attempt to discover the source code of the Software or any part thereof; (ii) provide, resell, lease, rent, distribute, lend, sub-license, assign, delegate, or otherwise transfer or use or allow others to transfer or use the Software for the benefit of any third party; (iii) create any derivative work or translation of the Software; (iv) incorporate or combine the Software, with any open source software in such a way that would cause the Software, or any portion thereof, to be subject to all or part of the license obligations or other intellectual property related terms with respect to such open source software; (v) use the Software to provide third parties with managed services or provide remote access to the Software to any person; (vi) represent that you possess any proprietary interest in the Software; (vii) directly or indirectly, take any action to contest Corsight's or its licensors' intellectual property rights or infringe them in any way; (viii) use the Software, in violation of any applicable law, regulation or rule or for the purpose of infringing the intellectual or other proprietary rights of any person; (ix) use the Software in any manner that is intended to harm, infect or otherwise impair any computer systems of any third party on which the Software is hosted or otherwise provided; and/or (x) use the Software, in violation of any privacy or discriminatory local or international laws.

10. WARRANTIES AND LIMITATIONS OF LIABILITY.

10.1. THE SOFTWARE IS PROVIDED "AS IS". CORSIGHT DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS RELATING TO THE SOFTWARE, WHETHER EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, OR FROM A COURSE OF DEALING INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY, OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO INFORMATION OR ADVICE GIVEN BY CORSIGHT OR ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY REPRESENTATION OR WARRANTY.

10.2. Without derogating from the foregoing, upon delivery of the Software, and for a period of 12 months thereafter (the "**Warranty Period**"), the Authorized Representative undertakes that the Software shall operate substantially in accordance with its specifications; provided however, that your sole remedy in respect of such warranty is that, during the Warranty Period, the Authorized Representative will repair or replace the Software free of charge. The warranties and obligations specified in this section shall not apply in the event that the Software is altered, modified or adjusted in any manner by you, or a third party not under the Authorized Representative's responsibility and control.

10.3. You agree that the form and nature of the Software that Corsight provides may change without prior notice to you and that future versions of the Software may be incompatible with applications developed on previous versions of the Software. You agree that Corsight may stop (permanently or temporarily) providing the Software (or any features within the Software) to you or to users generally, at Corsight's sole discretion, without prior notice to you.

10.4. IN NO EVENT SHALL CORSIGHT OR ANYONE ON ITS BEHALF BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, BUSINESS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR LOSS OR DAMAGES TO GOODWILL, IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF CORSIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES WILL CORSIGHT'S TOTAL AND AGGREGATE LIABILITY TO YOU FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING WITHOUT LIMITATION CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED US\$ 100. YOU AND CORSIGHT AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SOFTWARE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

10.5. In the event you are unable to use Software as a result of any claim the Software infringes, misappropriates, or otherwise violates any intellectual property, proprietary, privacy or other right of any third party or any applicable laws, rules or regulations, Corsight shall, at its sole discretion and as your sole and exclusive remedy, either: (i) procure a license for your continued use of the Software in accordance with this Agreement; (ii) substitute the Software with a substantially functionally similar software; or (iii) terminate your right to continue using the Software.

11. **INDEMNIFICATION.**

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Corsight, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) your use of the Software, (b) any application you develop with the use of the Software that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (c) any non-compliance by you with this Agreement.

12. **GENERAL.**

12.1. No agency, partnership, joint venture or employment relationship is or shall be created by virtue of this Agreement.

12.2. Corsight may assign this Agreement without notice to you. You shall not assign this Agreement or your rights hereunder without the prior written consent of Corsight (such consent may be withheld or conditioned at Corsight's sole discretion) and any assignment without Corsight's prior written consent shall be null and void and of no effect. Corsight may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its affiliates, contractors or subcontractors.

12.3. Corsight may, in its sole discretion from time to time, update or modify this Agreement, including any documents and Corsight policies referenced herein. If a revision is substantially reduces your rights, Corsight will use reasonable efforts to notify you of such. If you object to the updated Agreement, as your sole and exclusive remedy, you may cancel this Agreement, subject to Section 4 above.

12.4. All matters related to this Agreement, including its interpretation, validity and enforcement, shall be governed by the laws of the State of New York without giving effect to principles of conflicts of laws, and the competent courts located in New York City, NY, shall have sole and exclusive jurisdiction over all such matters.

12.5. All notices permitted or required hereunder shall be in writing and shall be sent by facsimile, or personal delivery at the facsimile number, or address as either party may specify. Notices sent to Corsight shall be addressed to 626 White Pine Rd. Franklin Lakes, NJ 07417, and to your address as provided by you, or to the address otherwise designated from time to time in writing by the parties. Any notices provided will be deemed as being received on the date of transmission of facsimile, e-mail, or personal delivery unless given outside normal business hours in which case such notice shall be deemed as being given on the next business day, provided that if any such notice fails to reach you because the information provided by you or on your behalf to Corsight is not accurate or up to date, notice shall be deemed sufficiently delivered on the date it was sent.

12.6. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against regulatory or public policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall in no way be affected, impaired or invalidated.

12.7. The terms and provisions herein contained constitute the entire Agreement between the parties with respect to the subject matters hereof and shall supersede all previous communications, oral or written, between the parties hereto with respect to the subject matters hereof. In the event of any contradiction of terms between this Agreement and Corsight's terms of use and/or Corsight's privacy policy and/or any other policy or document available at Corsight's website, the terms of this Agreement shall supersede and govern.

12.8. No waiver of any rights by any party hereto shall be construed as a waiver of the same or any other right at any prior or subsequent time. Furthermore, no waiver or delay on the part of a party in exercising any power or right hereunder, and no forbearance or indulgence of a party granted to the other party, shall in any way restrict or diminish the full rights and powers of that party under this Agreement, or operate as a waiver of any breach by a party of any of the terms or conditions of this Agreement.

Should you have any questions concerning this Agreement, or if you desire to contact Corsight for any reason, please direct all correspondence to info@corsight.ai.

Exhibit A

Third Party Commercial Software

Pursuant to the provisions of Section 2.5.2 of Corsight's End User License Agreement, please be advised that the following Third Party Software which is provided as embedded within and/or together with the Corsight Software is subject to additional licensing and usage terms and conditions, being the Third Party Terms, as detailed below:

1. Thales Sentinel Software. The Corsight Software includes components of the Thales Sentinel Software ("Thales Software"). Please note that Thales is under no circumstances responsible and liable for any components of the Software which are not Thales Software components. The Thales Software may be utilized only as embedded within the Software and for its purpose, in accordance with usage guidelines and limitations as may be conveyed by Corsight to the end user from time to time, and subject to any additional license limitations conveyed by Corsight to the end user. Please be advised that the End User License Terms which apply to the Thales Software differ from the terms set forth in the Corsight EULA including, without limitation, with respect to the scope of license, license limitations, scope of warranty, scope of maintenance and support, scope of indemnification and limitations of liability and other issues. To the extent that any Third Party Terms applying to the Thales Software are less favorable to any end user than the terms set forth in the Corsight EULA, please be advised that, notwithstanding anything to the contrary, the terms which shall legally apply to any use of the Thales Software shall be the Third Party Terms, which shall be deemed to be provided to end user by Corsight on a back to back basis. Certain provisions regarding and governing use of the Thales Software may be found at the following link: https://docs.sentinel.thalesgroup.com/ldk/LDKdocs/SPNL/LDK_SLnP_Guide/FrontMatter/EULA2.htm. Certain additional provisions are as set forth in the written license agreement executed between Corsight and Thales. To the extent any end user shall require further information with respect to such additional Third Party Terms which apply to the Thales Software, please contact a representative of Corsight for guidance at the following email address: info@corsight.ai