SOFTWARE LICENSE AGREEMENT

This Software License Agreement is made and entered into with effect from the date of delivery of the software (the "**Effective Date**") by between Del-Pak Systems Ltd. ("**Licensor**") to the customer detailed under the applicable Order Acknowledgment ("**Licensee**").

1. DEFINITIONS.

1.1 **Confidential Information** means information concerning inventions, know-how, trade secrets and other proprietary Licensor information or information of its licensors, including Licensor's disclosure of the Licensed Software, Documentation and trade secrets relating to the Licensed Software and any modifications thereof.

1.2 **Customer Data** means any data, text, report, information or any other content, that is uploaded or submitted or otherwise made available, to or through the Licensed Software by Licensee or anyone of its behalf and is being processed by Licensor on Licensee's behalf.

1.3 "**Documentation**" includes, but is not limited to programmer guides, CDs, manuals, materials, and information appropriate or necessary for use in connection with the Licensed Software.

1.4 **Fees.** means either license fees, subscription fee, royalties or any other compensation required for the Licensed Configuration of the Licensed Software.

1.5 **Licensed Configuration.** means to the extent applicable, as indicated on the License Key, the choice of features, maximum number of licensed ports, or any other specifications, as approved in writing by Licensor.

1.6 **License Key.** means, to the extent applicable, the code provided by Licensor to Licensee, which enables the Licensed Software to operate in accordance with the specified Licensed Configuration.

1.7 **Licensor Storage.** means the applicable storage solution which could be either cloud-based, on-premise or other hosting solution as indicated by the Licensor.

1.8 **Licensed Software or Software.** means the software licensed under this Agreement in Object Code. Licensed Software includes any updates, upgrades, and any other modifications thereof, delivered to Licensee under this Agreement but excludes Open Source Software. In the event that Licensor restricts the number of units managed by the software or there is a license key limiting the type of software options or configurations used, such limitations apply as part of this definition.

1.9 **Open Source Software.** means software subject to the provisions of open source licenses, including but not limited to, Apache Software License, BSD License, Mozilla Public License, GPL, GNU or any other similar license.

1.10 **Source Code.** means the human readable form of the machine-readable code of the Licensed Software.

1.11 **Subscription Term.** means the period during which Customer will have the right to access and use of the Licensed Software as agreed by the Parties.

1.12 **Updates.** means, if and when available, a new version release of the Software that contains substantial new features and/or provided to correct malfunctioning and/or nonconformities, that Company makes generally available to products under warranty or as part of the support services provided to customers paying support fees when such Updates are released, including, but not limited to, revisions to the related Documentation and provided as a change in the Software.

1.13 **Upgrades**. Means any new release of Software that entirely replaces an existing release of Software and contains new features or functionality improvements over the existing release.

2. LICENSE GRANT. Subject to the payment of Fees, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, subject to the terms of this Agreement, a limited, non-exclusive, non-transferable object code license to use the Licensed Software during the Subscription Term only for internal purposes on Licensee's storage and/or Licensor's Storage or Licensor's hosting server, as the case may be.

Licensee shall not use the Licensed Software in any way other than explicitly set forth in this Agreement. Without derogating from the above Licensee: (i) will not market, sub-license, or otherwise disclose or distribute the Licensed Software; (ii) Will not modify, decompile, reverse engineer, disassemble or otherwise attempt to reveal the Source Code of the Licensed Software.

Except as otherwise stated in this license grant, Licensor reserves unto itself and its successors and assigns any right not specifically granted.

3. INSTALLATION, SUPPORT AND MAINTENANCE. Unless otherwise specified in writing by an authorized representative of the Licensor, Licensee assumes responsibility for installation of the Licensed Software. If applicable, Licensor shall provide to Licensee third level maintenance and support services subject to the terms of Licensor's Maintenance and Services Agreement.

4. CONFIGURATION CHANGES/SOFTWARE UPGRADES. Licensee acknowledges that it is licensing the Licensed Software with a particular configuration and/or features. In the event that Licensee wishes to activate additional and/or different configuration or features it is obliged to report such issue to Licensor and be liable to pay any difference in price. In the event that Licensee receives from Licensor Updates and/or Upgrades for products under warranty, or under any support services agreement between the Parties, such Updates and Upgrades shall be limited to the products and/or serial numbers detailed by Licensor, and Licensee is expressly prohibited from using such Updates/Upgrades to any other products. Licensee agrees to undertake to install or allow installation of such Updates and/or Upgrades, within 48 hours and Licensor shall not be liable to Licensee for any damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred or suffered by Licensee for failure on the part of the Licensee to permit such Updates and/or Upgrades. The Licensee shall defend, indemnify, and hold harmless Licensor, its affiliates, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim, as a result of failing to install Updates and/or Upgrades.

5. PAYMENT OF FEES.

5.1. (a) In consideration of the rights and licenses granted under this Agreement, Licensee shall pay Licensor the agreed upon Fees; (b) **Payment Terms.** payment for Fees due to Licensor shall be thirty (30) days from date of invoice unless agreed otherwise in a written agreement signed by Licensor and Licensee. Unless otherwise provided, all payments are to be in United States dollars. In the event Licensor is required to bring legal action to collect delinquent accounts, Licensee agrees to pay reasonable attorney's fees and cost of suit and collection. Late payments shall be charged interest at LIBOR + 2% one-month rates, or the maximum rate permitted by law, if lower. (c) **Taxes.** All prices are exclusive of any present or future sales, revenue, withholding, value added, tax, import duty (including brokerage fees, handling and other charges) or other taxes applicable to the licensing of any Licensed Software. Such taxes when applicable shall be paid by Licensee unless Licensee provides a proper tax exemption certificate. Failure to make due payments shall be considered as material breach of this Agreement.

6. INTELLECTUAL PROPERTY. Licensor is the owner of, and has full title to, directly or indirectly, all trademark, service marks and design marks used in connection with the Software or any part thereof, as well as any and all other intellectual property rights anywhere in the world (including, but not limited to, all patents, copyrights, trademarks, trade secrets, etc.) in or to the Software and to all modifications, improvements and derivative works (by whomever produced) thereof ("Licensor's IP").

The Licensee acknowledges Licensor's ownership and the right of Licensor to control the use or display of Licensor's IP by Licensee. The Licensee shall obtain no right, title or interest in or to any of Licensor's IP including, without limitation, in connection with the Software. Any such use of Licensor's IP (if at all) shall be subject to Licensor's prior written consent, and according to policies and guidelines communicated by Licensor. In addition, Licensor shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising out of or evolving as a result of Licensor rendering engineering services to and designing systems and goods for Licensee's use. It is further agreed that that all Deliverables, reports, documentation, programmer's notes, documents, test results, evaluations, plans, studies,

instructions, manuals, inventions, data, works, discoveries, designs, code, technology and all copies, derivative works, modifications, improvements and translations of same, at any stage of their preparation and whether completed hereunder or not (whether or not protectable by a patent or a copyright) ("Work Product") related to the Software and performed by Licensor, which (i) are created or generated as a result of a specific and unique customization requested by the Licensee shall be the property of the Licensor..

7. **CONFIDENTIALITY.** A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents, subcontractors or professional advisers, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction only to the extent that the disclosure is required by law, or legal process, or governmental order, provided the Recipient gives the Disclosure notice of such requirement with a reasonable time to oppose or modify such requirement.. This clause shall survive termination of the Contract.

8. **COMPLIANCE.** Parties shall fully comply with all applicable laws, rules and regulations, including without limitation those of the United States and any and all other jurisdictions globally ("Laws") that apply to the respective Parties' business activities in connection with the license of and use of the Software. Specifically, the Parties shall comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or similar matters, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. No Party will take no action that will cause either Party or any of their affiliates to violate any such Laws.

9. **THIRD PARTY SOFTWARE.** Licensee acknowledges that portions of the Licensed Software may contain or be derived from materials of third-party licensors. In addition to the terms of this Agreement, such third-Party Software may be subject to additional terms.

10. **WARRANTY.** LICENSOR WARRANTS THAT THE LICENSED SOFTWARE SHALL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH LICENSOR'S PUBLISHED SPECIFICATIONS (AS UPDATED FROM TIME TO TIME). LICENSOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE IS ERROR FREE. LICENSOR FURTHER DOES NOT WARRANT OR REPRESENT THAT THE LICENSED SOFTWARE WILL ALWAYS WORK WITHOUT UNITERRUPTION, BE COMPLIANT WITH NATIONAL OR INTERNATIONAL STANDARDS, SECURE, OR ERROR FREE. LICENSEE ACKNOWLEDGES THAT THE PERFORMANCE OF THE LICENSED SOFTWARE MAY BE AFFECTED BY THE ACTS OR OMISSIONS OF THIRD PARTIES AND OTHER CAUSES REASONABLY BEYOND LICENSOR'S CONTROL. EXCEPT FOR THE ABOVE WARRANTY THE LICENSED SOFTWARE IS PROVIDED TO LICENSEE AND ACCEPTED BY LICENSEE ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO TITLE, THE DESCRIPTION, QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, COMPLETENESS, THE CONDITION OR CAPABILITY IN WHOLE OR IN PART, OF THE LICENSED SOFTWARE FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING EXPRESSLY EXCLUDED AND DISCLAIMED. THIS STATED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES OR OBLIGATIONS OF LICENSOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE DELIVERY, USE OR PERFORMANCE IN WHOLE OR IN PART, OF THE LICENSED SOFTWARE. THIS WARRANTY DOES NOT COVER AND LICENSOR AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY FAILURE OR DEFECT AND THE RESULTING DAMAGE CAUSED BY THE USE OF THE SOFTWARE. SPECIFICALLY, THE ANALYSIS PERFORMED BY THE LICENSED SOFTWARE IS A RULE-BASED ANALYSIS AND LICENSOR ALL NOT BE LIABLE TO ANY LOSS OR DAMAGE ARISING AS A RESULT OF THE RELIANCE OF SUCH DATA. THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
NO WARRANTY SHALL APPLY TO DEFECTS, FAILURES, DAMAGE, OR LOSS RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE NECESSITATED BY: (i) LICENSEE'S USERS, OTHER EQUIPMENT OR ITS USE; (ii) ANY ACT OR OMISSION BY ANYONE OTHER THAN LICENSOR; (iii) POWER SHORTAGES, IRREGULARITIES, OR FAILURES; (iv) MODIFICATION OF THE LICENSED SOFTWARE BY ANYONE OTHER THAN LICENSOR; (v) OR ANY OTHER CAUSE BEYOND LICENSOR'S CONTROL.

11. **LIMITATION OF LIABILITY**

11.1 Notwithstanding any provision to the contrary in this Agreement or to the fullest extent permitted by Applicable Law, Licensor shall not be liable to the Licensee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of production, loss of revenue, financial loss or for any indirect, special, exemplary or consequential loss or damages, in each case, however caused, even if foreseeable, arising under or in connection with the Agreement.

11.2 Further, neither the Licensor nor any of its Affiliates will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) the Licensee's inability to use the Software, either as a result of the termination or suspension of this Agreement and the Licensee's use of or lack of access to the Software; (b) any unauthorized access to, alteration of, corruption of, or the deletion, destruction, damage, loss or failure to store any of the Licensee's content or other data, for reasons not directly attributable to the Licensor; and (c) connection issues due to internet service providers or cloud service and infrastructure providers due to mobile phone networks and/or communication infrastructures in general.

11.3 Notwithstanding any provision to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, Licensor's total liability to the Licensee in respect of all other losses, damages and penalties arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Agreement by the Licensor, its employees, agents or subcontractors shall not exceed the amount of 100 USD.

12. **INDEMNITY.** Licensee shall be solely responsible for and shall hold the Licensor fully indemnified against any loss or damage arising to or in connection with the Licensed Software. The Licensee shall fully and completely indemnify the Licensor in respect of all claims (including reasonable attorneys' fees) by any person whatsoever, caused by or in connection with the use the Licensed Software and in respect of all costs and charges in connection therewith except where such claim is as a result of the gross negligence or wilful default of Licensor.

Licensee will defend, indemnify, and hold harmless the Licensor, its Affiliates and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a)

Licensee use of the Licensed Software, (b) a breach of this Agreement or violation of Applicable Law by the Licensee; (c) Licensee's content or the combination of Licensee's content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Licensee's content or by the use, development, design, production, advertising or marketing of Licensee's content; or (d) a dispute between the Licensee and an end user. If Licensor is obligated to respond to a third-party subpoena or other compulsory legal order or process described above, Licensee will also reimburse Licensor for reasonable attorneys' fees, as well as Licensor's employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at its then current hourly rates.

13. **OPEN SOURCE SOFTWARE**. Portions of the software may be Open Source Software and may be governed by and distributed under open source licenses, including the terms of the GNU General Public License (GPL), and terms of the Lesser General Public License (LGPL). In the event of any conflict between the terms of this Agreement or any license agreement and the terms of license agreement(s) that accompany the Open Source Software files, the applicable terms of the later license shall prevail. If any Open Source Software is provided in object code, and its accompanying license requires that it be provided in source code as well, Licensee may receive such source code by sending Licensor (to Licensor address specified in this SLA) US$15 to cover Licensor's production and shipping costs, and the appropriate source code will be mailed to Licensee on a CD or other electronic means, as decided by the licensor.

14. **NOTICES.** Any notice provided for or permitted under this Agreement will be treated as having been given (i) when delivered personally, on the next business day after the day on which it is personally delivered, (ii) when sent by commercial overnight courier or email with written verification of delivery, on the next business day after its delivery to the courier during normal business hours, or (iii) when mailed postage prepaid by certified or registered mail, return receipt requested, on the fifth business day after its date of posting. Any notices required or permitted to be given will be in writing and addressed as follows, or at such place which has been notified to the other party in accordance with this provision:

   If to Licensor:
   Del-Pak Systems Ltd.
   Greenwork Business Center
   Kibutz Yakum, Israel
   Attn: Legal Department

   If to Licensee:
   At the address first set forth in the applicable Order Acknowledgment.

   A Party may amend its address for notice by providing written notice to the other party. Notwithstanding the forgoing, service of process must be served on a party's registered agent for such purpose.

15. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall continue until terminated as set forth in this agreement.
    15.1 **Termination for Cause –** A Party may terminate this Agreement for Cause (as defined in this Section) upon thirty (30) days' prior written notice of its intent to terminate for Cause, unless the other party is able to cure such Cause during the notice period. If the terminating Party has not cured during the notice period, termination shall be effective thirty (30) days after the end of the notice period. Notwithstanding the foregoing, Licensor may terminate this Agreement for Cause immediately upon written notice if such Cause is based upon Section 15.1. The time period from the Effective Date until termination or expiration of this Agreement shall be the "Term". Nothing in this Section 15.1 limits in any way the general provisions and terms of Section 15 above. Any one of the following shall be deemed "Cause" for termination

hereunder:
   15.1.1 any breach of a material provision of this Agreement;
   15.1.2 any material false representation, report, or claim in connection with the business relationship of the parties hereto or any fraud or criminal misconduct;
   15.1.3 the transfer of an interest equivalent to or greater than thirty-five percent (35%) of the beneficial ownership of Licensee to an individual or entity without the prior written consent of Licensor, which consent shall not be unreasonably withheld;
   15.1.4 any merger, or consolidation, involving Licensee or sale of all or substantially all of Licensee's assets related to performance under this agreement, without the prior written consent of Licensor, which consent shall not be unreasonably withheld;
   15.1.5 any assignment of this Agreement by Licensee, in whole or in part, directly or indirectly, in breach of Section 21.1 below;
   15.1.6 any unauthorized use of a Licensor's trademark or logo by the Licensee;
   15.1.7 the adjudication of either party to be bankrupt or insolvent; the filing by either party of a voluntary petition in bankruptcy or insolvency, or for the appointment of a Receiver with respect to all or a substantial part of the property of the party; the filing by either party of a petition, answer, or other pleading seeking or being caused to reorganize or readjust under any law relating to insolvency of bankruptcy unless discharged within thirty days; or the institution by either party of any proceedings for liquidation or winding up of its business other than for purposes of reorganization, consolidation, or merger;
   15.1.8 Licensee acting as an authorized distributor for competing products or services;
   15.2 **Post-Termination Rights and Obligations of the Parties -** In the event that this Agreement expires or is terminated:
   15.2.1 At Licensor's option, Licensee agrees to return to Licensor all special tools, training manuals, product brochures, recorded media, demonstration units, software, documentation, technical data, distribution manual, and any other proprietary or trademark materials.
   15.2.2 Licensee agrees to immediately cease the use or display of all materials previously approved for use or provided by Licensor and not to use the Licensed Software for any purpose whatsoever;
   15.2.3 Licensee agrees not to distribute or market the Licensed Software;
   15.2.4 Licensee agrees to immediately destroy or return the Licensed Software to Licensor and certify to Licensor that such destruction has taken place.
   In case of termination by Licensor for material breach of Licensee, Licensor shall be entitled to block Licensee's access to the Licensed Software without any further notice.

16. **SURVIVAL.** The covenants contained in this Agreement which by their terms require or contemplate performance by a party after the expiration or termination of this Agreement, shall be enforceable notwithstanding any expiration or termination of this Agreement. The expiration or termination of this Agreement shall not relieve a party of any obligation under this Agreement that accrued prior to the date of expiration or termination or relieve the party in default from liability for damage for breach of this Agreement.

17. **FORCE MAJEURE.** Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Agreement if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party and which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevents the affected party from performing its obligations under the Agreement for more than 28 days, the other party shall have the right, without limiting its other rights or remedies, to terminate the Agreement with immediate effect by giving written notice of the same and either party shall be entitled to recover from the other prepayments for products and services not provided or supplied in the event of the Force Majeure event.

18. **EXPORT CONTROL**. Licensee shall comply with all export and re-export control laws of the United States and shall refrain from sales to countries

proscribed by US Regulations or sales without a permit, if such permit is required.

19. DATA PRIVACY AND PROTECTION.

19.1. Licensor's Data Processing Addendum ("DPA"), available at [Company.com/us/legal], is incorporated by reference herein. Licensee grants Licensor a worldwide, limited-term license to host, copy, display, and use any information, data, and/or files that Licensee transmits, uploads, creates, or stores to or on the services or goods provided by Seller ("Licensee Data"). Licensee authorizes Licensor to create an aggregated or fully anonymized data set based on Licensee's Personal Information (as defined within the DPA). Licensee and Licensor agree the aggregated or fully anonymized data set is not Personal Data or Personally Identifiable Information (as defined under applicable Data Protection Laws) and will be owned and retained by Licensor.

19.2. Furthermore, Licensee acknowledges and agrees that Licensor Products can use certain Licensee Data, including without limitation, end-user data to improve the Licensor Products, and create new services that use the Licensee Data in an anonymized or aggregated form.

19.3. To this end, Licensee shall ensure that all requisite consents and approvals are procured, including from end-users. For the avoidance of doubt, it is hereby clarified that under no circumstances shall Licensor be construed as a "data controller" under any applicable Data.

19.4. Other than Licensor's security and data protection obligations expressly set forth in this XXX above, Licensor assumes no responsibility or liability for Licensee Data, and the Licensee shall be solely responsible for Licensee Data and the consequences of using, disclosing, storing, or transmitting it.

19.5. Unless otherwise specified in this Agreement or agreed in writing by both Licensor and Licensee, it is Licensee's responsibility to have and

19.6. maintain in place malware protection software and security for all of Licensee's systems and data, which security includes properly configured hardware firewalls, unique, strong passwords per user, physical security, and access control policies. Licensee acknowledges that the security and protection of Licensee's network and the data and applications on that network, including protections against unauthorized access, the configuration of all required data parameters, including security-related parameters, is solely and entirely Licensee's responsibility. A properly configured firewall is required for each Site using a persistent connection to the public Internet or any private network where there is a potential for unauthorized access. Licensee acknowledges that, to be effective, malware protection software, hardware firewalls, system passwords and other security software and hardware components require periodic and routine updates, which Licensee must obtain or perform as applicable. Licensor disclaims any warranty, express or implied, that the Software or Licensee's data will remain malware-free. Licensee acknowledges that failure to discharge Licensee obligations to keep Licensee's systems secure may result in investigation fees, fines, penalties, charge backs and credit card fraud costs, and other losses as levied by credit card processors and others, remediation costs (which may include system component updates or replacements) and lost profits and loss of reputation and/or goodwill.

19.7. Licensee waives any claims against Licensor for any such costs or losses to the extent arising from Licensee's failure to have or maintain a secure system, or to the extent arising as a result of a failure or breach of Licensee's security for Licensee's systems or data, or as a result of any unauthorized access to Licensee's systems. In the event of a security breach of Licensee's systems, Licensee agrees to promptly (i) notify Licensor of such breach, (ii) provide Licensor with copies of any forensic reports related to such breach, and (iii) authorize any investigating entities to disclose all relevant information regarding Licensee investigations, including investigations in progress, of such breach to Licensor.

19.8. The foregoing requirements are in addition to any other confidentiality and security obligations under this Agreement. Nothing contained in this Section X will be construed as granting either Party any ownership interest in the Personal Information or Data of the other Party. Except in accordance with a Data Processing Agreement, under no circumstances will either Party transmit Personal Information to the other.

20. APPLICABLE LAW AND JURISDICTION.

20.1 In the event there arises a dispute among the Parties as to the performance or interpretation of any of the provisions of this Agreement, or as to matters related to but not covered by this Agreement, the parties shall first attempt to find a mutually agreeable solution by consultation in good faith. If the matter has not been resolved within thirty (30) calendar days of their first meeting to resolve a dispute, shall be submitted to the exclusive jurisdiction of the competent court in the city of Tel Aviv, Israel.

20.2 Each Party shall bear its own costs and expenses, including counsel fees and expert witnesses.

21 MISCELLANEOUS

21.1. **Assignment**. Licensor may assign this Agreement to (i) any of its Affiliates or (ii) any entity with which or into which Licensor may consolidate or merge. Licensor may also subcontract or delegate any of its obligations to any of its Affiliates or as otherwise permitted by this Agreement. Any assignment, subcontracting, or delegation by Company shall not relieve Licensor of any of its obligations under this Agreement. Licensee shall not assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations hereunder, whether voluntarily, by merger, operation of law, or otherwise, without the prior written consent of Licensor, which shall not be unreasonably withheld.

21.2. **Waiver**. No waiver of any of the provisions of this Agreement shall be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

21.3. **Entire agreement**. Unless otherwise agreed to in a written instrument signed by both Parties, these terms constitute the entire agreement between the Parties, there being no other promises, terms, understandings, conditions, or obligations referring to the subject matter contained herein. Any modifications hereto shall be in writing and signed by both Parties. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement shall be interpreted and construed only by its contents and there shall be no presumption or standard of construction in favour of or against either party. If for any reason any provision of this Agreement, including but not limited to any provision relating to termination of this Agreement, shall be deemed, by a court of competent jurisdiction to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable and enforced so long as the essential benefits of this Agreement remain enforceable and obtainable.

21.4. **Counterparts**. This agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute on and the same instrument. This agreement may also be executed and delivered by electronic transmission, and any such counterpart executed and delivered by electronic transmission shall be deemed an original for all intents and purposes. For avoidance of doubt, no counterpart shall be effective until each Party has executed at least one counterpart.