End User License Agreement

The parties to this End User License Agreement (the "**Agreement**") are (i) CyberSnap.io, LTD. ("**CyberSnap.io**"); and (ii) the individual or entity who purchased a license to install and use the Software (as such term is defined below), under a separate quote or equivalent written document executed by such individual or entity and by CyberSnap.io ("**Quote**"), which Quote incorporates the terms and conditions of this Agreement by reference ("**You**" or "**you**").

This Agreement governs Your use of the object code copy of the CyberSnap.io software program, together with any associated media, related third party software (if applicable), and all accompanying manuals and other documentation, and together with all enhancements, upgrades, and extensions thereto (the "**Software**").

PLEASE NOTE: BY CLICKING THE "SUBMIT" BUTTON BELOW, YOU RE-INDICATE YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY AND COMPLY WITH ITS TERMS. NOTHING IN THE ABOVE CLICKING REQUIREMENT DEROGATES FROM ANY ACKNOWLEDGEMENT, ACCEPTANCE OR UNDERTAKING PREVIOUSLY MADE BY YOU UNDER THE QUOTE.

1. License to Use Software

1.1 Subject to proper payment to CyberSnap.io and Your compliance with the terms and conditions of this Agreement and other agreements with CyberSnap.io by which you are bound, CyberSnap.io hereby grants You a non-exclusive, non-sublicensable, non-transferable, perpetual license, including under CyberSnap.io Patent Rights (as defined below), to install and use the Software, solely for Your internal purposes, and solely on such number of virtual machines as set forth in the Quote, provided that each such virtual machine runs a validly licensed copy of the operating system for which the Software was designed. "**CyberSnap.io Patent Rights**" means patents or patent applications, in any country of the world that are owned solely by CyberSnap.io, controlled by CyberSnap.io, or licensed to CyberSnap.io with the right to grant the licenses contemplated herein, that claim any part of the Software or any use thereof. You agree that, except for the limited, specific license rights granted in this section 1, You receive no license rights to the Software.

1.2 Unless otherwise authorized in writing by CyberSnap.io, You undertake not to (and not to allow third parties to) (1) sublicense, lease, rent, loan, or otherwise transfer the Software to any third party, (2) decompile, disassemble, decrypt, extract or otherwise reverse engineer or attempt to reconstruct or discover any source code of, or any underlying ideas in, the Software ("**Reverse Engineering**"), (3) modify, adapt, or prepare derivative works from the Software, (4) allow others to use the Software and use the Software for the benefit of third parties, (5) develop any other product containing any of the concepts and ideas contained in the Software, (6) remove, obscure, or alter

1.3 CyberSnap.io's or any third party's trademarks or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Software, and (7) make unauthorized copies of the Software (except as necessary for backup purposes). If, notwithstanding the prohibition set forth in subsection (2) above, applicable law permits Reverse Engineering, You will, before commencing or permitting any Reverse Engineering (A) inform CyberSnap.io of the planned Reverse Engineering, (B) conduct or allow such Reverse Engineering only to achieve interoperability between the Software and other computer programs, (C) request from CyberSnap.io the information necessary to achieve such interoperability, (D) provide CyberSnap.io ample opportunity to supply the information necessary to achieve interoperability.

1.4 In the event that You have purchased certain support services in connection with the Software under the Quote (and only in such event), the terms of CyberSnap.io's Service Level Agreement attached hereto as **Annex A** (the "**SLA**") shall apply to such services and shall constitute an integral part of this Agreement. Other than as set forth in the SLA (to the extent it applies) and in the Quote, CyberSnap.io has no obligation to provide support, maintenance, upgrades, modifications, or new releases of the Software.

2. Intellectual Property

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4.   Acceptable Use and Conduct

You shall use the Software in compliance with all applicable laws, ordinances, rules and regulations, shall not violate or attempt to violate CyberSnap.io's system or network security, and shall not misuse the Software in any way. You shall be responsible for Your conduct while using the Software.

5.   Consideration

5.1   The consideration for the license granted hereunder shall be as set forth in the Quote. Unless explicitly provided otherwise in this Agreement or in the Quote, such consideration is non-refundable.

5.2   You are responsible for payment of all taxes of every kind imposed in connection with the license of the Software to You or which CyberSnap.io may incur in respect of this Agreement (except for taxes imposed on CyberSnap.io' net income) and any penalties, interest and collection or withholding costs associated with any of the

foregoing items. All such amounts are in addition to other amounts payable hereunder. If You are required to withhold any taxes or fees from amounts due to CyberSnap.ios under this Agreement, then You agree to increase the payment to CyberSnap.io so that, after payment of all taxes and fees, You will have paid to CyberSnap.io the total amount due to CyberSnap.io as if no taxes or fees were withheld. You may provide CyberSnap.io with a tax exemption certificate acceptable to the taxing authorities in lieu of paying certain taxes; however, You shall reimburse CyberSnap.io for any fines, penalties, taxes and other charges, including expenses incurred by CyberSnap.io, due to Your submission of invalid information.

6. Term

This Agreement will enter into effect on the date set forth in the Quote (the "**Effective Date**"), and shall remain in effect for an indefinite period of time.

7. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED "AS IS". CYBERSNAP.IO AND CYBERSNAP.IO'S LICENSORS, AFFILIATES, EMPLOYEES OR CONSULTANTS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SOFTWARE. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, CYBERSNAP.IO AND ITS LICENSORS, AFFILIATES, EMPLOYEES OR CONSULTANTS DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. CYBERSNAP.IO AND ITS LICENSORS, AFFILIATES, EMPLOYEES AND CONSULTANTS DO NOT WARRANT THAT THE SOFTWARE WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE DATA YOU STORE BY USING THE SOFTWARE WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM CYBERSNAP.IO OR FROM ANY THIRD PARTY OR THROUGH THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU UNDERSTAND AND AGREE THAT YOU USE THE SOFTWARE, AND ALL THIRD PARTY SOFTWARE OR SERVICES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SOFTWARE, AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SOFTWARE AND SUCH THIRD PARTY SOFTWARE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

8. Limitation of Liability

NEITHER CYBERSNAP.IO NOR ANY OF ITS LICENSORS, AFFILIATES, EMPLOYEES OR CONSULTANTS SHALL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SOFTWARE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT. IN ANY CASE AND WITHOUT DEROGATING FROM THE ABOVE, CYBERSNAP.IO'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO CYBERSNAP.IO FOR THE SOFTWARE. THE SOFTWARE IS NOT INTENDED FOR USE IN CONNECTION WITH ANY INHERENTLY DANGEROUS APPLICATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

9. **Indemnification**

9.1   You shall indemnify, defend and hold CyberSnap.io, its affiliates and licensors, each of its and their business partners and each of its and their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys fees), arising out of or in connection with any claim arising out of (i) Your use of the Software in a manner not authorized by this Agreement, and/or in violation of the applicable restrictions and/or applicable law, (ii) Your violation of any term or condition of this Agreement or any applicable additional policies, or (iii) Your or Your employees' or personnel's negligence or willful misconduct.

9.2   CyberSnap.io shall promptly notify You of any claim subject to indemnification; provided that CyberSnap.io's failure to do so shall not affect Your obligations hereunder, except to the extent that CyberSnap.io's failure to promptly notify You materially delays or prejudices Your ability to defend the claim. At CyberSnap.io's option, You will have the right to defend against any such claim with counsel of Your own choosing (subject to CyberSnap.io's written consent) and to settle such claim as You deem appropriate, provided that You shall not enter into any settlement without CyberSnap.io's prior written consent and provided that CyberSnap.io may, at any time, elect to take over control of the defense and settlement of the claim.

10. **Miscellaneous Provisions**

10.1   You may not use or otherwise export or reexport the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re- exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that

you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

1. This Agreement and any disputes hereunder shall be interpreted in accordance with the laws of the State of Delaware, without regard for any conflict of law principles, and shall be adjudicated by a state or federal court of law in the State of Delaware. The Parties irrevocably and unconditionally consent to the service of any process, pleadings, notices or other papers in connection with any proceeding and submit to personal jurisdiction in the State of Delaware. IT IS AGREED THAT BY SIGNING BELOW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THE RELATIONSHIP BETWEEN THE PARTIES PURSUANT TO THIS AGREEMENT.

10.2 All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the competent courts located in Los Angeles, CA and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit CyberSnap.io from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights.

10.3 The failure of CyberSnap.io to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

10.4 This Agreement constitutes the entire agreement between CyberSnap.io and You with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by CyberSnap.io.

10.5 You may not assign or transfer any of Your rights or obligations under this Agreement to a third party without the prior written consent of CyberSnap.io. CyberSnap.io may freely assign this Agreement (including the SLA). Any attempted assignment or transfer in violation of the foregoing will be void.

10.6 If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The Parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

Annex A

Service Level Agreement

1. **Support Services**. CyberSnap.io will provide email and phone support to licensee between 8am-5pm EST (**Business Hours**") on days on which the financial markets in the US are open ("**Business Days**"). Support requests and inquiries may be sent by contacting CyberSnap.io at support@CyberSnap.io.

2. **Severity Levels**. The response and correction activities described in this Section 2 are based on the level of impact ("**Severity Level**") of a reproducible and documented error ("**Error**").

Severity Levels	
Severity Level 1	An Error causing the software to be unusable, resulting in a critical impact and for which no reasonable workaround is available.
Severity Level 2	An Error in the software causing some limitations, resulting in inconvenience but no critical or significant impact. A short-term workaround may be available.
Severity Level 3	An Error in the software causing slight inconvenience.

3. **Response and Correction**. CyberSnap.io will respond during Business Hours to any Error reported by Customer, as set forth in Section 1 above, within the target response times described in the table below following CyberSnap.io's receipt of the applicable support request.

Severity Level	Target Response Time
Severity Level 1	1 Business Days
Severity Level 2	2 Business Days
Severity Level 3	5 Business Days