END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THE "**AGREEMENT**") IS A LEGAL AGREEMENT BETWEEN YOU, EITHER AS AN INDIVIDUAL, COMPANY OR OTHER LEGAL ENTITY ("**YOU**" or "**CUSTOMER**") AND IGENTIFY LTD AND ITS AFFILIATES (THE "**COMPANY**" OR "**WE**"). EACH OF THE COMPANY AND YOU WILL BE REFERRED TO HEREIN AS A "**PARTY**" AND TOGETHER AS THE "**PARTIES**".

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING AND/OR USING OUR PROGRAM, INCLUDING ANY OF ITS REVISIONS, MODIFICATIONS, ENHANCEMENTS, UPDATES AND/OR UPGRADES (THE "**PROGRAM**"). UNLESS YOU AND THE COMPANY HAVE EXECUTED A SEPARATE AGREEMENT IN WRITING WHICH EXPRESSLY SUPERSEDES THIS AGREEMENT, YOUR USE OF THE PROGRAM IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

BY PLACING AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER AND BIND THE CUSTOMER TO ITS TERMS.

ANY RIGHTS GRANTED TO YOU UNDER A CONTRACT (OR PURCHASE ORDER) BETWEEN YOU AND OUR AUTHORIZED DISTRIBUTOR, RESELLER OR OEM MANUFACTURER (AN "**ORDER**" AND EACH A "**DISTRIBUTOR**", RESPECTIVELY) WHICH ARE NOT EXPRESSLY PROVIDED HEREIN, APPLY ONLY BETWEEN YOU AND SUCH DISTRIBUTOR.

NOW, THEREFORE, the Parties agree as follows:

1. **License Grant**. Subject to the terms herein and the payment of the fees set forth in your Order, we hereby grant you, and you accept, one of the following rights and licenses (as stipulated in your Order) during the subscription term which is specified in your Order:

    1.1. *SaaS Software License*: a limited, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access and use the Program, solely for your internal business purposes ("**SaaS License**"); or

    1.2. *On-Prem Software License*: a limited, non-exclusive, non-sublicensable, non- transferable license to install, operate, and reproduce the on-premises version of the Program, solely (a) in binary executable form, (b) in accordance with the Documentation, and (c) for your internal business purposes ("**On-Prem License**").

2. **Customer's Agreement to These Terms**. If the Customer does not agree to the terms of this Agreement, the Customer (i) does not receive a license hereunder, (ii) is prohibited from accessing or using any portion of the Program in any manner, and (iii) and shall immediately cease any use of and uninstall the Program. For the avoidance of doubt, any licensing of (a) additional products and/or services from the Company other than the Program specified in the Order, or (b) additional functionalities, use cases or otherwise unlimited usage of the Program, are subject to a separate agreement between the Company and the Customer which shall include, *inter alia*, applicable license fees as shall be agreed upon between the Parties.

3. **Maintenance and Support**. The Company has no obligation to provide support, professional services, training, maintenance, upgrades, modifications, or new releases of the Program to the Customer under this Agreement, unless otherwise agreed by Company in or with respect to the Order or in a separate agreement between the Parties.

4. **Documentation**. Company may make available certain Documentation related to the use, access, deployment or integration of any portion of the Program. "**Documentation**" means the Company's standard user documentation, whether in hard copy, or in any electronic form or other media (generally made available by the Company to its Program customers), describing the use, features and operation of the Program. Unless context otherwise requires, the term "**Program**" shall include the Documentation.

5. **Distributor's Products and Services**. TO THE EXTENT YOU PURCHASE ANY PRODUCTS AND/OR SERVICES DIRECTLY FROM THE DISTRIBUTOR, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT THERETO, AND THE COMPANY WILL HAVE NO LIABILITY WHATSOEVER RELATED TO ANY SUCH SERVICES THAT THE DISTRIBUTOR MAY PROVIDE TO YOU. ANY RIGHTS GRANTED TO YOU UNDER AN ORDER THAT ARE NOT EXPRESSLY PROVIDED HEREIN CONSTITUTE OBLIGATIONS OF THE DISTRIBUTOR, AND NOT OF THE COMPANY.

6. **Payment.** The licenses granted in Section 1 and any services offered by the Company hereunder (including maintenance and support or professional services) are subject to payment of the applicable fees, as specified in the Order.

7. **Authorized Users**. The Customer may not allow the use of and/or access to the Program by third parties or anyone other than (i) the Customer's employees whose duties require such access or use; and (ii) the Customer's authorized consultants and subcontractors (excluding any direct competitors of the Company), where such access is permitted only at the Customer's facilities/premises and only where such use is required as part of their performance of services on the Customer's behalf. The Customer will ensure that its

employees, consultants and subcontractors comply with the terms of this Agreement and shall bear full responsibility for any harm caused to the Company by Customer's employees, consultants and subcontractors by their failure to comply with the terms of this Agreement.

8. **Prohibited Uses**. Without the prior written consent of the Company, Customer must not, and shall not allow anyone on its behalf, or any other third party to, directly or indirectly:

8.1. modify, incorporate into or with other software, or create a derivative work of any part of the Program;

8.2. sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with or to anyone else;

8.3. copy, distribute or reproduce the Program (or any part thereof) for the benefit of third parties;

8.4. disclose the results of any testing or benchmarking of the Program to any third party, use such results for Customer's own competing software development activities or use the Program in order to build or support, and/or assist a third party in building or supporting, products or services which are competitive to Company's business;

8.5. modify, disassemble, decompile, reverse engineer, revise or enhance the Program or attempt to discover the Program's source code or its underlying ideas or algorithms, except to the extent expressly permitted by applicable law notwithstanding this restriction;

8.6. use the Program in a manner that violates or infringes rights of any third party, including but not limited to, right of privacy, proprietary rights or intellectual property rights, including without limitation copyright, trademarks, designs, patents and trade secrets;

8.7. remove or otherwise modify any of the Company's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed, incorporated, included or attached to the Program nor copy the Documentation or any written materials accompanying the Program;

8.8. transmit, display or otherwise make available through or in connection with the use of the Program any content which may infringe third party rights, including intellectual property rights, or which may contain any indecent, obscene, pornographic, violent or any other immoral or unlawful content;

8.9. use the Program for purposes other than for the regular and standard purposes as described in the Documentation or other than in compliance with the terms of this Agreement;

8.10. host, provide as a service bureau, or otherwise allow third parties to commercially exploit the Program;

8.11. circumvent, interfere with or remove any access control device or metering mechanism which is part of the Program, or assist any third party to do so;

8.12. circumvent, disable or otherwise interfere with security-related features of the Program or features that enforce limitations on its use;

8.13. use any automated means to access the Program;

8.14. use the Program without receiving all necessary permissions or consents from all data subjects whose personal data may be uploaded or used in the context of the Program or without such other legal basis as may be required under any applicable law;

8.15. use the Program in a manner that would violate any applicable data privacy laws or for any other unlawful or inappropriate purpose;

8.16. violate or abuse password protections governing access to the Program;

8.17. allow any third party other than those stipulated under Section 11 to use the Program;

8.18. interfere or attempt to interfere with the integrity or proper working of the Program;

8.19. access, store, distribute, or transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system), or unlawful, threatening, obscene or infringing material; and/or

8.20. use the Program in any other unlawful manner or in any manner not expressly authorized by this Agreement.

9. **Lawful Use**. The Customer hereby declares and agrees that it shall only use the Program in a manner that complies with all applicable laws in the jurisdiction in which Customer uses the Program, including, but not limited to, applicable restrictions concerning the protection of privacy and intellectual property including copyrights and any other intellectual property rights.

10. **Customer Account.** In order to use the Program, Customer's personnel who are authorized to use the Program on behalf of the Customer must create an account (a "Customer Account") by supplying a few personal details, including email address and password. In order to protect the security of the Customer's Data (as defined below) to the greatest extent possible, the Customer and its authorized personnel must safeguard and not disclose their account log-in details and must supervise the use of such account. The Customer is solely and fully responsible for safeguarding and maintaining the confidentiality of its personnel's usernames and passwords and for any activity that occurs within its personnel's accounts.

11. **Affiliates.** If the Customer purchases (under the Order) the right to have its Affiliates (as defined below) use the Program, the Customer shall: (i) provide each such Affiliate with a copy of this Agreement; (ii) ensure that each such Affiliate complies with the terms and conditions therein; and (iii) be responsible for any failure to comply with these terms and conditions by any such Affiliate. For purposes of this

Agreement, "Affiliate" means any entity that Controls, is Controlled by, or is under common Control with you, where "Control" means ownership, directly or indirectly, of 50% or more of the voting interest.

12. **Program Features**.

12.1. *Accuracy of Public Information provided by the Company*. The Program may provide you with statistical information pertaining to the likelihood of a patient's or data subject's risk of developing certain diseases and/or publicly available information such as new genetic variants discovered by sources in the Medical community. It is hereby clarified that such information is based on publicly available data and may vary from time to time. It is your responsibility to verify the accuracy of all information and content provided by the Program and provide any appropriate notifications to the patient or data subject. The Company disclaims all representations and warranties with respect to such information and content. ANY DECISION MADE OR ACTION TAKEN BY YOU AND/OR YOUR PATIENTS BASED ON SUCH INFORMATION AND CONTENT ARE YOUR AND/OR YOUR PATIENTS SOLE RESPONSIBILITY AND AT YOUR AND/OR YOUR PATIENTS' SOLE RISK. THE COMPANY WILL HAVE NO LIABILITY WHATSOEVER TO YOU OR YOUR PATIENTS FOR SUCH INFORMATION OR THE USE THEREOF.

12.2. *Information uploaded by the Customer*. Certain features of the Program enable you to upload to the Program data you find fit, as an alternative to using the Company's curated databases available in the Program. YOUR USE OF SUCH DATA, AND ANY DECISION MADE OR ACTION TAKEN BY YOU BASED ON SUCH DATA ARE YOUR SOLE RESPONSIBILITY AND AT YOUR SOLE RISK. THE COMPANY WILL HAVE NO LIABILITY WHATSOEVER FOR SUCH DATA OR THE USE THEREOF.

12.3. *Dashboard*. The Program is provided with a dashboard available through your Customer Account, in which you can choose which genetic variants will be examined. The results, insights and/or reports to be provided by the Company, via the Program, are based on such settings, which are defined and/or entered by you. The setting of such preferences is at your sole risk and your sole responsibility. As such, the Company is not responsible for any results and/or consequences of your choice of settings or configuration of the Program.

12.4. *Preset Panels*. The Program enables you to upload and use pre-defined panels. We may also provide pre-defined panels that are based on publicly available information. Please note that the choice and configuration of such preset panels are at your sole risk and are your sole responsibility (including verifying the accuracy and completeness of the information included therein). As such, the Company is not responsible for any results and/or consequences of your use of such preset panels. The Company disclaims all warranties with respect to the use of such preset panels. ANY DECISIONS MADE OR ACTIONS TAKEN BY YOU AND/OR YOUR PATIENTS BASED ON THE USE OF THE PRESET PANELS ARE YOUR AND/OR YOUR PATIENTS SOLE RESPONSIBILITY AND AT YOUR AND/OR YOUR PATIENTS' SOLE RISK. THE COMPANY WILL HAVE NO LIABILITY WHATSOEVER TO YOU OR YOUR PATIENTS FOR SUCH INFORMATION OR THE USE THEREOF.

12.5. *Reports*. Some of the reports provided via the Program include default language prepared by the Company regarding the results. It is hereby clarified that such language is provided to you solely for your convenience, and it is your responsibility to approve such language a with the applicable personnel within your organization. The Company disclaims all liability with respect to such language, and you accept sole responsibility and liability for all consequences of your use of such language.

12.6. For the avoidance of doubt, Customer is solely and exclusively responsible for all actions Customer takes in response to the all reports, alerts, analytics, recommendations, notices, and other forms of information and data that the Program may generate, provide or make available to you, whether through our web-based interface, an output file, or otherwise (collectively, "**Output Data**") and Customer must thoroughly review such Output Data and independently determine which actions are appropriate in light thereof. The Company is not responsible or liable for the Customer's reliance upon and use of the Output Data or any consequences resulting therefrom.

13. **Customer's Data and Personal Data.**

13.1. The following terms shall apply to Customer's use of the on-premises version of the Program if such use is licensed under the Order:

13.1.1. Customer retains all right, title, and interest that Customer has in and to all data that Customer processes with the Program (the "**Customer's Data**"). Company shall have no access to the Customer Data.

13.1.2. Except as set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interest in the Customer Data to Company or any third party.

13.1.3. The Company shall have no control of or access to such Customer Data via the Program and has no administrative control over such data, including any right to view or modify it.

13.2. Alternatively, the following terms shall apply to Customer's use of the SaaS version of the Program under the Order (unless the Parties have executed a separate data processing agreement, and in such case the terms of such data processing agreement shall prevail over the terms of this Section 13.2):

13.2.1. Use of the Program allows the Customer to upload Customer's patients' and other data subjects' personal data (as such term is defined under applicable data protection laws), which will be processed by the Company on the Customer's behalf (collectively, the "**Customer's Personal Data**"). The Parties acknowledge that for the purpose of processing the Customer' Personal Data by the Company

under this Agreement, the Customer is the 'data controller' and the Company is the 'data processor'.

13.2.2. The Customer hereby instructs the Company (and authorizes Company to instruct its sub-processors) to process Customer's Personal Data as reasonably necessary for the provision of the services associated with the Customer's use of the Program and any other personal data processing performed under this Agreement; and (ii) transfer such Customer's Personal Data, at the Company's discretion, to jurisdictions other than those of the Customer's operations (including, where applicable, outside the EEA), in accordance with applicable law.

13.2.3. With respect to the processing of the Customer's Personal Data, the Company shall: (i) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk involved in such processing; (ii) ensure that all individuals who engage in the processing of Customer's Personal Data on its behalf are subject to confidentiality undertakings; (iii) taking into account the nature of the processing, assist the Customer in exercising data subjects' rights under applicable data protection laws; (iv) inform Customer without undue delay of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed by the Company on behalf of the Customer; and (iv) delete, anonymize, or return all Customer's Personal Data to Customer upon termination of the Order or this Agreement, unless applicable law requires continued storage of the Personal Data.

13.2.4. Customer hereby authorizes Company to appoint sub- processors, as necessary for the processing of Customer's Personal Data under this Agreement. The Company shall inform the Customer of any intended changes concerning the addition or replacement of sub-processors. If Customer does not object to the engagement of a new sub-processor within ten (10) days following the receipt of notice of such change, the Company may engage the new sub-processor.

13.2.5. he Customer shall have sole responsibility for the accuracy, quality and legality of the Customer's Personal Data and the means by which Customer acquired such personal data. Customer warrants and undertakes that Customer's Personal Data has been collected, processed and transferred to the Company in accordance with applicable laws. Without limiting the foregoing, the Customer represents and warrants that it has provided all legally required notices and received all legally required consents from its data subjects for the processing of their personal data by the Company, including with respect to the transfer of their data to a third country (including outside of the EU/EEA).

13.2.6. Customer retains all rights, title, and interest that Customer has to all data (including Customer's Personal Data) uploaded to the Program by Customer or otherwise provided to the Company by Customer under this Agreement (the "**Customer's Data**"). Company is hereby granted an irrevocable, non-exclusive, assignable, sub-licensable, royalty-free license to use, in accordance with any applicable privacy laws, the Customer Data in order to provide the services available via the Program and as permitted in the following section. Except as set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interests in the Customer Data to Company or any third party.

13.3. Notwithstanding any contrary provision of this Agreement, the Company may collect, create, disclose, publish and use any anonymous and non-identifiable information, such as performance metrics, derived from the use of the Program and the Customer's Data, in order to provide and improve Company's programs and services, including the performance of the Program, and for any legitimate business purposes. The Company shall be and remain the exclusive owner of such information.

14. Ownership.

14.1. Ownership of the Program. The Program is licensed and not sold, and is and shall remain Company's sole property. As between you and the Company, all right, title, and interest, including any Intellectual Property Rights evidenced by or embodied in, attached, connected, and/or related to the Program and any and all derivative works thereof are and shall remain owned solely by Company or its licensors. Nothing herein constitutes a waiver of the Company's Intellectual Property Rights under any law. "**Intellectual Property Rights**" means: (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing, all whether or not registered or capable of being registered; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; (vi) any rights in source code, object code, mask works, databases, algorithms, formulae and processes; and (vii) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

14.2. Feedback. If Customer contacts Company or the Third Party with feedback (*e.g.*, questions, comments, suggestions, data or the like) regarding the Program (collectively, "**Feedback**"), such Feedback shall be deemed to be non- confidential, and the Company shall have a non-exclusive, royalty-free, worldwide, perpetual license to use or incorporate any such Feedback into the Program and/or any of its current or future products or services (without the Company's approval and without further consideration).

14.3. Protection of Rights. The Customer agrees to promptly notify the Company in the event that the Customer becomes aware of any infringement of the Company's Intellectual Property Rights in the Program. The Company

shall exclusively have the right, in its sole discretion, to prosecute lawsuits against any party for infringement of the rights of the Company in the Program. The Customer agrees to fully cooperate with the Company, at the Company's expense, in the prosecution of any such suit.

15. **Third Party Components**. The Program may use or include third party software, files and components that are subject to open source and third party license terms ("**Third Party Components**"). The Customer's right to use such Third Party Components as part of, or in connection with, the Program is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and this Agreement, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. Such Third Party Components are provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. Under no circumstances shall the Program (except for the Third Party Components contained therein) be deemed to be "open source" or "publicly available" software. For any questions or requests related to Third Party Components, please contact support@igentify.com

16. **Confidentiality**. Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except as expressly permitted under this Agreement or by applicable law. All rights, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party. For the avoidance of doubt, the Documentation shall be considered as Confidential Information of the Company hereunder.

17. **Promotion**. You agree that the Company may identify you as a user of the Program and use your trademark and/or logo (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by Company on Company's website for promotional purposes.

18. **WARRANTY DISCLAIMER**. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, (A) THE PROGRAM, THE OUTPUT DATA, AND ANY OTHER SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS. COMPANY DOES NOT WARRANT THAT THE PROGRAM, ANY OUTPUT DATA, OR ANY SUCH SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE PROGRAM'S OR SUCH SERVICES' OPERATION WILL BE SECURE AT ALL TIMES, UNINTERRUPTED, ERROR- FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS; (B) COMPANY HERBY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON- INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, ACCURACY AND RELIABILITY OF THE RESULTS AND OTHER DATA PRODUCED BY USE OF THE PROGRAM OR THE COMPANY'S OTHER SERVICES, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

19. **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY AND ITS LICENSORS AND AFFILIATES SHALL NOT BE LIABLE, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON, INCLUDING THOSE ARISING FROM, AND/OR RELATED TO, ANY USE OF OR INABILITY TO USE THE PROGRAM OR ANY SERVICES PROVIDED HEREUNDER, THE RESULTS AND CONSEQUENCES OF USE OF THE PROGRAM OR SUCH SERVICES, AND THE ACCURACY OF SUCH RESULTS AND THEIR RELIABILITY, EVEN IF ANY PERSON OR PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER OR CUSTOMER'S USE OR INABILITY TO USE THE PROGRAM, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO THE LIABILITY.

20. **Indemnification**. Customer shall indemnify, defend and hold the Company harmless from any claims, demands, liabilities or expenses, including reasonable attorney fees, incurred by the Company as a result of: (i) the failure by Customer or its employees, contractors or agents to comply with Customer's obligations under this

Agreement; (ii) Customer's violation of any applicable law; (iii) any infringement or violation of any third party rights by the Customer's Data or Company's receipt or use thereof in accordance with this Agreement, including intellectual property rights and rights of privacy, publicity, and confidentiality; (iv) any contract or other transaction between Customer and any third-party, including any Distributor or patient; and (v) any unauthorized use of Customer's or its personnel's account credentials; and Customer will pay all damages, liabilities, costs, expenses, and other losses arising therefrom.

21. **Term and Termination**. This Agreement shall enter into force and effect on the effective date of the Order and shall remain in full force until the Order is terminated or expires. Either Party may terminate the Agreement in the event of a material breach by the other Party, which breach is not cured by such other Party within thirty (30) days' after written notice thereof.

22. **Effect of Termination**. The expiration or earlier termination of the Agreement will not relieve any party of any obligations that may have accrued hereunder prior to the effective date of such expiration or termination. Upon termination of the Order or this Agreement: (i) all licenses granted to Customer under this Agreement shall expire, and Customer shall discontinue all further use of the Program and delete any copies under its control; and (ii) Customer must delete all copies of the Documentation in the Customer's possession or control. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall

so survive, including without limitation, Sections 5, 6, 8, 14, 16, 18, 19, 20, 22, and 23 hereof. Termination of this Agreement shall not limit Company from pursuing any other remedies available to it under the applicable law.

23. **Miscellaneous**. This Agreement represents the complete agreement of the Parties concerning the subject matter hereof and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable while preserving as nearly as possible the original intent of the Parties. The Customer may not assign its rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or otherwise transfer this Agreement in its sole discretion. This Agreement shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of the Tel-Aviv District shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Company will not liable for any delay or failure to perform hereunder resulting from circumstances or causes beyond the reasonable control of the Company (*i.e.*, force majeure events). In case of a conflict between this Agreement and other agreement executed between the Parties, this Agreement shall prevail.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN DULY EXECUTED.

IGENTIFY LTD AND AFFILIATES

By: _____

Name: _____

Title: _____

Email: _____

Signature Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Email: _____

Signature Date: _____