



## YITRAN TECHNOLOGIES LTD - TERMS OF USE

THE FOLLOWING TERMS OF USE (“Agreement”), APPLY TO ALL YITRAN TECHNOLOGIES LTD’S (referred to hereinafter as “Yitran”) PRODUCTS, INCLUDING ALL RELATED DOCUMENTATION AND SOFTWARE (jointly referred to hereinafter as “Products”), OFFERED TO YOU (“You”). BY USING THE PRODUCTS, YOU INDICATE YOUR ACCEPTANCE OF THE FOLLOWING TERMS:

- LIMITED WARRANTY: FOR A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE FROM YITRAN’S AUTHORIZED SELLER, YITRAN WARRANTS TO THE ORIGINAL PURCHASER, THAT THE PRODUCTS COMPLY TO THEIR SPECIFICATIONS AND ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHEN SUBJECTED TO NORMAL USE. IF, DURING SUCH ONE YEAR PERIOD, A DEFECT WILL BE IDENTIFIED, THE DEFECTIVE PRODUCTS WILL BE REPAIRED OR REPLACED FREE OF CHARGE AFTER THE DEFECTIVE PRODUCTS ARE RETURNED, SHIPPING PREPAID, TO YITRAN’S AUTHORIZED SELLER. YITRAN’S AUTHORIZED SELLER WILL MAKE FINAL DETERMINATION AS TO THE EXISTENCE AND CAUSE OF ANY ALLEGED DEFECT. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.**
- DISCLAIMERS: OTHER THAN THE EXPRESS WARRANTY STATED ABOVE, YITRAN’S AUTHORIZED SELLER AND YITRAN DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, COMPLIANCE TO REGULATIONS, SAFETY, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**
- LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, OR OTHERWISE, SHALL YITRAN’S AUTHORIZED SELLER AND/OR YITRAN BE LIABLE TO YOU OR ANY OTHER PERSON FOR PERSONAL INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OR DAMAGE TO ANY NETWORK, SYSTEMS, DATA, OR FILES, CORRUPTION OF ANY NETWORK, SYSTEMS, DATA OR FILES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE, MALFUNCTION OR INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF YITRAN’S AUTHORIZED SELLER AND/OR YITRAN HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN THE EVENT THAT, NOTWITHSTANDING THESE TERMS, YITRAN’S AUTHORIZED SELLER AND/OR YITRAN IS FOUND LIABLE FOR ANY DAMAGES, YITRAN’S AUTHORIZED SELLER’S AND/OR YITRAN’S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE PURCHASE PRICE PAID BY YOU TO YITRAN’S AUTHORIZED SELLER FOR SUCH PRODUCTS. SOME LAWS MAY NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT ALWAYS APPLY.**
- PROHIBITED USE: The Products may not be used within any “life support system” without the specific written consent of Yitran’s Authorized Seller. A “life support system” is a product or system intended to support or sustain life, which, if it fails, can be reasonably expected to result in significant personal injury or death. You may not, nor may it permit any third party to,**

reverse engineer, reverse assemble, decompile, or copy the Products. You may not, nor may it permit any third party to resell or distribute the Products on a stand-alone basis.

5. SOFTWARE LICENSE: Any software delivered is subject to the license agreement attached thereto.
6. INTELLECTUAL PROPERTY RIGHTS: Yitran retains for itself all right, title and interest in and to intellectual property rights of the Products, including all rights in, to, or arising out of: (i) any U.S., Israeli, international, or foreign patent or any application thereof and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations and applications thereof in the U.S., Israel, or any foreign country, and all other rights corresponding thereto throughout the world; and (iv) any other proprietary rights anywhere in the world therein and thereto. The Products offered for sale, are subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, under any patent claim.
7. THIRD PARTY INTENDED BENEFICIARY: Yitran shall be a third party intended beneficiary of this Agreement with rights to enforce this agreement.
8. WAIVER: The failure by Yitran or Yitran's Authorized Seller to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance by You of any of the provisions herein will not in any way be construed as a waiver of such provisions.
9. JURISDICTION AND VENUE: The competent courts in Tel-Aviv, Israel will have exclusive jurisdiction and venue over any dispute arising out of this agreement and sale, and You hereby consents to the jurisdiction of such courts. You shall bring action relating to any dispute You may have hereunder within one (1) year of the accrual of such dispute.
10. SEVERABILITY: In the event that any provision of this Agreement shall be held to be unenforceable, these terms will continue in full force and effect without said provision and will be interpreted to reflect the original intent.