END USER LICENSE AGREEMENT

THIS AREEMENT (THIS "**Agreement**") CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND AFIMILK. THE INDIVIDUAL INSTALLING OR OTHERWISE ATTEMPTING TO USE OR USING THE SOFTWARE, SERVICES OR PRODUCT HEREBY REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT. BY USING OR MAKING ANY ATTEMPT TO USE THE DEFINED BELOW SOFTWARE, SERVICES OR PRODUCT (INCLUDING BY WAY OF INDICATING CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT BY CLICKING THE "I ACCEPT" BUTTON), CUSTOMER CONSENTS TO ENTER INTO THIS AGREEMENT, ACCEPTS AND AGREES TO BE BOUND BY ALL THE TERMS PROVIDED HEREIN AND REPRESENTS AND WARRANTS THAT IT IS AUTHORIZED TO CONSENT TO SUCH TERMS ACCORDING TO APPLICABLE LAW. IF CUSTOMER DO NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, CUSTOMER MUST IMMEDIATELY CEASE ALL USE OF THE SOFTWARE, THE SERVICES, THE PRODUCT AND ANY PORTION THEREOF.

Customer may not access the Software, Services or Product if it is a direct competitor of Afimilk, except with Afimilk's prior written consent. In addition, Customer may not access the Software, Services or Product for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. **DEFINITIONS**

1.1.	**"Affiliate"**		means, any entity controlling, controlled by or under common control with Afimilk, including, without limitation, Afimilk USA Inc., Afimilk UK Limited and Silent Herdsman Ltd..
1.2.	"**Afimilk**"	-	means Afimilk Agricultural Cooperative Ltd. of Kibbutz Afikim, 1514800 Israel and its Affiliates.
1.3.	"**Afimilk's Technology**"	-	means, as between the parties, Afimilk's technology, including the Software, the Product and any technology used in connection with the Software, Services, or Product, software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property or proprietary rights throughout the world (whether owned by Afimilk or licensed to Afimilk from a third party) and also including, any derivatives, improvements, enhancements or extensions of the foregoing.
1.4.	"**Authorized User**"	-	means a user authorized by Customer to use the Software pursuant to the terms of this Agreement.
1.5.	"**Customer**"	-	means an entity that has purchased Products and/or Services and/or a license to use the Software from Afimilk, or Afimilk's authorized reseller.
1.6.	**"Customer Agreement"**	-	As defined in section 2.1 below.
1.7.	"**Designated Site(s)**"	-	means site(s), owned controlled and operated by Customer.
1.8.	"**Licensed Configuration**"	-	means the choice of features and software specifications, as specified in Afimilk's specifications document provided to Customer.

1.9.	"**Marks**"	-	all trademarks, trade names and service marks, design elements, trade dress and the look and feel used with or associated with Services, Software or Product(s).
1.10	"**Party**", "**Parties**"	-	each Customer and Afimilk shall be referred to as a "Party" and jointly as the "Parties".
1.11	"**Product**"	-	means product(s) provided by Afimilk, supplied or otherwise made available to Customer by Afimilk and/or Afimlk's authorized reseller.
1.12	"**Services**"	-	means professional services rendered by Afimilk or anyone on its behalf, if purchased by Customer from Afimilk or its authorized reseller as part of the Customer Agreement.
1.13	"**Software**"	-	means any software utilized by Afimilk in connection with the Services and/or the Products including (i) any software which may be accessed through servers used by Afimilk, by the means of the service user interface or designated application programmable interface (API); (ii) any third party's software embedded in and/or used in connection with the Services and/or the Product. The term Software shall include any documentation provided to Customer in connection with the above said software and any modifications, additions, updates or upgrades made available by Afimilk to Customer, if any.
1.14	"**Usage Data**"	-	means, collectively, system logs data and any other data relating to the usage of the Services and/or Afimilk's Technology (including Customer's usage), as may be collected or measured by Afimilk's Technology, including any notifications or reports provided to Customer in the course of the usage of the Product, Software or the rendering or usage of the Services. Usage Data may be comprised of personally identifiable information and non-personally identifiable information, as more fully specified Afimilk's Privacy Policy available at, as may be updated from time to time, at Afimilk's sole discretion http://www.afimilk.com/sites/default/files/docs/afimilk-privacy-policy.pdf

2. **CUSTOMER AGREEMENT; LICENSE**

2.1. <u>Customer Agreement</u>. Customer declares that it acquired and maintains a valid license to use the Product(s), Software and Services in accordance with the terms hereof pursuant to a commercial agreement between Customer and Afimilk or any authorized distributor or reseller thereof (the "**Customer Agreement**").

2.2. Customer hereby authorizes Afimilk to take all actions necessary at its discretion to prevent and/or stop any use of the Software, Product(s), and Services not specifically authorized in this Agreement.

2.3. <u>License</u>.

2.3.1. Subject to the terms provided herein and Customer meeting its obligations hereunder and according to the Customer Agreement (including the payment obligations), Afimilk hereby grants Customer and the Customer hereby accepts a personal, perpetual (unless terminated in accordance with the terms hereof), non-exclusive, non-transferable, non-sublicensable right to install and use the Software (in object code only) on such number and types of devices as set forth in the Customer Agreement, or – if the Customer Agreement is

silent about the maximum number of devices – on up to three (3) devices (the **"Usage Limitation"**) , solely as part of the Product(s), solely at the Designated Sites, and solely for Customer's internal use by Authorized Users and solely for the Licensed Configuration (the "**Purpose**"). Customer may make as many copies of the Software as may be necessary for backup and archival purposes.

2.3.2. The Software is licensed, not sold, to the Customer. Afimilk's Technology and derivative work thereof (by whomever created), the associated goodwill, copyrights and know-how and any intellectual property rights, are and shall remain owned solely by Afimilk or its licensors. Except for the license expressly granted under this Section 2, no other license, right, or interest in any trademark, copyright, know-how, patent, service mark or other intellectual property right in the Afimilk's Technology or any part or derivative work thereof is granted or conveyed to Customer.

2.3.3. Customer shall be responsible for any action or inaction by any Authorized User in connection with the Afimilk's Technology or this Agreement and for all claims, liabilities or damages that may arise by any Authorized Users or on account of any Authorized User's action or inaction. With respect to such Authorized Users that are not employees of Customer, Customer shall not provide them with access to the Software unless and until they have agreed in writing to be bound by the terms of this Agreement.

2.3.4. Restrictions of use. Without derogating from any restrictions made in accordance with applicable law, Customer shall not, and shall not allow any third party to, directly or indirectly: (i) modify, copy, reproduce or otherwise create derivatives of any part of the Services or Afimilk's Technology; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover any secret, source code or structure, sequence and organization of all or any part of the Services or Afimilk's Technology; (iii) rent, lease, resell, distribute or use the Services or Afimilk's Technology for time sharing, service bureau, or commercial purposes; (iv) remove or alter any proprietary notices or labels on or in the Services, Software or Product; (v) engage in any activity that interferes with or disrupts the Services or Afimilk's Technology; (vi) make any use of the Software except for the Purpose; (vii) use or attempt to use disabled features in the Software (that are not included in the Licensed Configuration), (viii) install on any Product or use in conjunction therewith any software other than the Software installed or provided by Afimilk on/with such Product, unless expressly approved in writing by Afimilk, or (ix) allow or encourage any third party to do any of the foregoing.

2.3.5. Trial Modules. The Software might contain also certain modules and/or functionalities (collectively, **"Trial Modules"**) that are provided to Customer free of charge for a trial period, in accordance with the Commercial Agreement and/or Afimilk's policy. Afimilk, at its sole discretion, may terminate Customer's license to use the relevant Trial Modules at any time during the applicable trial period by giving a written notice to Customer, and to take all actions which it finds necessary to stop and prevent the use of the Trial Modules, and Customer hereby irrevocably waives any claim it might have against Afimilk in connection with such termination. Customer use of the Trial Modules following the expiration or termination of the applicable trial period shall be subject to the payment of additional fees to Afimilk and to such other terms and conditions, as may be

specified in the Commercial Agreement, or – if not specified in the Commercial Agreement – as shall be agreed in writing by the Parties. If the Parties fail to agree on such additional fees and other terms and conditions by the expiration or termination of the applicable trial period, or if Customer does not comply with such additional payment obligations or any such other terms and conditions, Afimilk shall be entitled to terminate Customer's license to use the relevant Trial Modules and to take all actions necessary at its discretion to prevent and/or stop any use of the Trial Modules following the applicable trial period.

3. **INTELLECTUAL PROPERTY OWNERSHIP**

3.1. Except for the limited use rights expressly granted herein, this Agreement does not transfer from Afimilk to Customer any Afimilk's Technology, and all right, title and interest in and to Afimilk's Technology, will remain solely with Afimilk.

3.2. As between the Parties, all Marks are the sole and exclusive property of Afimilk. Customer will not at any time do or permit any act to be done which may in any way impair Afimilk's rights in the Marks. All other trademarks are the property of their respective owners.

4. Third Party Infringement Claim

If any claim is made, or any action brought, against Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the intellectual property rights of a third party under the applicable law (a **"Claim"**), or if, in Afimilk's reasonable opinion, a Claim is likely to be made against you, Afimilk may, at its sole option and expense:

4.1. procure for Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of this Agreement;

4.2. modify the Software so that it ceases to be infringing;

4.3. replace the Software with non-infringing software; or

4.4. terminate this Agreement immediately by notice in writing to the Customer and refund any part of the license fee already paid by Customer for the Software as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof.

The foregoing constitutes your exclusive remedy and SHL's only liability in respect of Claims.

5. **USAGE DATA**

5.1. At any time, the then-current version of Afimilk's Privacy Policy shall apply to any data or information gathered by Afimilk in connection with Afimilk's Technology and/or the Services (including the Analytic Data and the Usage Data). Such Privacy Policy will specify among others the practices employed by Afimilk when handling and using of personally identifiable information (if any).

5.2. Customer retains all right, title and interest in and to the Usage Data. Customer hereby grants Afimilk a worldwide, irrevocable, unconditional, royalty free perpetual,

transferable license, with right (by itself or by third party(ies)) to upload and store the Usage Data on its servers and/or on third parties' servers as part of its cloud services, and to sublicense, copy, modify, use, distribute, prepare derivative works, perform, display and otherwise exploit the Usage Data in connection with operation of the Services and/or Afimilk's Technology, by itself or by any third party(ies), including in order to perform its obligations under this Agreement and/or improve Afimilk's services and products and/or develop new products and/or services. Afimilk may transfer Usage Data to other entities in the same and/or other jurisdictions in connection with the aforesaid efforts.

5.3. Customer represents and warrants that (i) it owns all right title and interest in and to information and data provided by it, including as part of the Usage Data; and (ii) Customer's submission and storage and handling of the Usage Data (including the exercise by Afimilk and/or its affiliate of their rights according to the terms provided herein) shall not infringe (a) any applicable law, (b) the rights of any third party (including such third party intellectual property or privacy); (iii) it shall make best efforts to ensure the Usage Data it submits, stores, and makes available to Afimilk is true complete and accurate.

5.4. Customer stores, makes available, accesses and uses any Usage Data at its own risk, and neither Afimilk nor its affiliates shall be liable for any loss or damage suffered in connection with such Usage Data including relating to use of the Software, Product or Services.

5.5. Without derogating from the above, Afimilk shall have the unrestricted right to generate averaged data, aggregated data, benchmarks, analytics (such as usage habits), comparisons or recommendations using Usage Data, and to generate other calculations, derivatives, using, containing or referencing Usage Data, and aggregate Usage Data with or without data relating to third parties, as well as any data collected through Product's sensors) (all of the foregoing and the product of such activities referred to collectively herein as "**Analytic Data**") All right, title and interest in Analytic Data shall be owned solely by Afimilk. Afimilk shall have the unrestricted right to use, exploit, transfer, lease, sell or otherwise commercialize Analytic Data for any and all purposes without notice or obligation to Customer, provided that Analytic Data does not indicate the identity of Customer. Customer shall not have a right to consideration or any other right arising from the creation or exploitation of Analytic Data.

6. **SERVICES**

6.1. Afimilk's Technology and any services by or on behalf of Afimilk (including the Services) are provided by Afimilk as additional points of information and not as veterinarian advice, diagnosis treatment or business recommendation. At all times personnel of the Customer and Authorized Users shall undertake to exercise their independent judgments when using the Afimilk's Technology and such services. Any content or results available via the Afimilk's Technology or the services is not a substitute for the professional judgment of a veterinary or other professional service providers (such as herd nutritionists, breeders, inseminators, etc) in diagnosing and treating animals. Customer shall be solely responsible for all the cost, liability and risk of loss associated with the use of the Afimilk's Technology and the aforementioned services as contemplated by this Agreement or otherwise (including the use of such technology and services in accordance with applicable law, and local practices).

6.2.   EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6, THE SERVICES, PRODUCTS AND SOFTWARE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FLOWS" BASIS, AND CUSTOMER'S USE OF THE SERVICES, PRODUCTS AND SOFTWARE IS AT HIS OWN RISK. AFIMILK DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AFIMILK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. In the event of any breach of the warranties under this Section 6, Customer's sole remedy is termination pursuant to Section 11 of this agreement.

6.3.   <u>Warranty</u>. Subject to Customer compliance with the terms of this Agreement and the Customer Agreement (including its payment obligations) Afimilk shall provide a warranty with respect to Afimilk's Technology as specified in **<u>Exhibit A.</u>**

6.4.   <u>Remote access</u>. Customer acknowledges that certain parts of Afimilk's Technology may enable Afimilk to access Afimilk's Technology including for the purpose of (a) providing Customer with (i) maintenance, support and configuration settings; (ii) remote operation of Afimilk's Technology; and (iii) update and/or upgrade to the Software (should Afimilk choose in its absolute discretion to do so), (b) retrieving Usage Data and/or Analytic Data, and (c) attempting to improve Afimilk's Technology and/or Services. Customer hereby provides Afimilk with its irrevocable and unconditional consent for such access and irrevocably and unconditionally waives any claim in this respect.

7.   **CUSTOMER'S OBLIGATIONS AND WARRANTIES**.

7.1.   Warranties

7.1.1.   Customer represents and warrants that (i) the performance of its obligations and use of the Services and Afimilk's Technology (by Customer and its Authorized Users) will not violate any applicable laws or regulations or cause a breach of any third parties' rights; (ii) it is authorized to use Services and Afimilk's Technology and any service or content provided therein or in connection thereto (including on the computer or similar medium or device on which the Software, Product or Services will be used); and that (iii) it will use the Services and Afimilk's Technology in a lawful manner complying with all applicable laws, rules and regulations, this Agreement and the Customer Agreement.

7.1.2.   Customer may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Services, Afimilk's Technology or the information and or data gathered by Afimilk, or in any way reproduce or circumvent the navigational structure or presentation of the content, to obtain or attempt to obtain any information or data through any means not purposely made available through the Services or Afimilk's Technology.

7.1.3.   Customer may not attempt to gain unauthorized access to any portion or feature of the Services or Afimilk's Technology, or any other systems or

networks connected to the Services or Afimilk's Technology, by hacking, password "mining" or any other illegitimate means.

7.1.4. Customer may not probe, scan or test the vulnerability of the Services or Afimilk's Technology or any network connected to the Services or Afimilk's Technology, nor breach the security or authentication measures on the Services or any network connected to the Services or Afimilk's Technology.

7.1.5. Customer agrees not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or Afimilk's Technology or any systems or networks connected to the Services or Afimilk's Technology. Customer agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or Afimilk's Technology.

7.2. <u>Equipment</u>. Customer shall be solely responsible (at its own expense) for selecting, obtaining an maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Afimilk's Technology (including the Products), including, without limitation, modems, hardware, servers, software, operating systems, networking equipment (including without limitation uninterruptible power systems and electrical back-up devices), web servers, backup means and long distance and local telephone service (collectively "**Equipment**"). Customer shall be responsible for ensuring that the Equipment is compatible with the Software, Product and Services and complies with the related documentation. Customer shall also be responsible for the security and use of Equipment. Customer shall be solely responsible for preventing any virus infections, security breaches, and other disabling events from damaging the Afimilk's Technology. Consequently, Customer shall use a reliable and commercially accepted virus detection system on any software and hardware that interfaces to the Software, and must also have in place antivirus and information systems security policies and procedures. Any Software down time attributable to any such disabling event shall not count against non-scheduled down time.

7.3. <u>Breach of Warranties or obligation</u>s. In the event of any breach of Customer's warranties or obligations, in addition to any other remedies available at law or in equity, Afimilk will have the right, in its sole reasonable discretion, to immediately suspend any related Services and/ or revoke the license granted herein. Afimilk will provide notice and opportunity to cure if practicable depending on the nature of the breach.

7.4. Customer shall promptly inform Afimilk in writing from time-to-time as to any problems encountered with the Software, Products and Services, if any, and any modifications, design changes and improvements suggested to any of the Software, Product or Services, and any breaches or potential breaches of this Agreement by any third party of which Customer becomes aware or by Customer. Afimilk shall have the right, but not the obligation, to make modifications to the Software, Product or Services, based upon Customer's suggestions hereunder. Any modifications made to the Software, Product or Services, based on such feedback shall be the sole property of Afimilk.

8. The Products, Software and Services may incorporate third party's software products and/or services ("**Third Parties' Services**"). Customer acknowledges that all rights in and to such Third Parties' Services, including all copyright, patent trademark, trade secret and other intellectual property rights protected by applicable laws are reserved and remain with such third parties. Customer acknowledges that it may be subject to direct enforcement of third party rights and may be subject to further agreements, terms of use, privacy policies or other

conditions concerning such Third Parties' Services. Customer is advised to closely read any such agreements, terms, conditions and policies before making use of the Software Products or Services and/or engaging with any Third Parties' Services. To the maximum extent permitted under applicable law Afimilk shall have no responsibility whatsoever regarding Third Parties' Services and makes no representation or warranty of any kind, either express or implied, regarding any such Third Parties' Services including such services' non infringement of third parties' rights, accuracy, usefulness, safety of use or full compliance with applicable law. Customer hereby waives any and all claims and causes of action against Afimilk in connection with any loss or damage Customer may suffer as a result of, or in connection with any of such Third Parties' Services. Customer hereby acknowledges that third parties which provide content or services through the Software, Product or Services or in connection thereto may change their policies' terms condition or guidelines with respect to such content or services.

If the use of the Software by Customer requires a license to Microsoft SQL Server (for the edition set forth in the Customer Agreement), then, without derogating from the foregoing, Customer hereby agrees to, and undertakes to comply with, the terms and conditions of the applicable version of Microsoft SQL Server Standard End-User License Agreement (for the same edition), which are hereby incorporated by reference, and which shall govern the license to, and the use by, Customer of the Microsoft SQL Server. The Usage Limitation shall apply also to the use of the Microsoft SQL Server by Customer.

A copy of the applicable version of Microsoft SQL Server Standard End-User License Agreement (the **"SQL Server EULA"**) is copied to the local computer when SQL Server is installed, which files are written to: C:\ProgramFiles(x86)\Microsoft SQL Server\Client SDK\ODBC\110\License Terms\License_msodbcsql_ENU. Please note that the SQL Server is licensed to you under the Server + CAL model (Device CAL).

Without derogating from the generality of the foregoing, it is specifically clarified that the latest versions of AfiFarm™ Software (commencing on version 4.1 and onwards) require a license to Microsoft SQL Server, and therefore Customers using those versions of AfiFarm™ Software are bound by the terms and conditions of the applicable version of the SQL Server EULA.

9. **LIMITATIONS OF LIABILITY**

9.1. To the maximum extent permitted under applicable law the Parties agree for any claim arising under, related to, or made in connection with the Afimilk's Technology, or the Services, the Customer Agreement (if executed by and between Customer and Afimilk) and this Agreement, whether arising under theory of contract, tort (including negligence), strict liability or otherwise, Customer's or any third party's damages or recovery, if any, shall be limited to direct damages, subject to the following limitations: (i) Afimilk shall not be liable under any circumstances for any indirect, incidental, reliance, special, punitive or consequential damages including, but not limited to, lost revenue, lost profits, replacement goods, business interruption, lost data, interruption of Services, lost opportunities, or diminished stock price, even if Afimilk has been advised of the possibility of such damages; without limitation of the foregoing, Afimilk shall have no liability arising from or relating to Customer's use of Usage Data or reliance on Products, Software, or Services in making any decisions; and (ii) in no event will Afimilk be liable to Customer or any third party for an amount greater than the applicable license fee paid by Customer to Afimilk in connection with the relevant Software, or the amount paid by Customer to Afimilk for the relevant Services, as the case may be, in the one (1) year period prior to notice of the claim under which damage or recovery is claimed. The existence of one or more claims shall not enlarge this limit.

9.2.   To the maximum extent permitted under applicable law the Parties agree that no claim arising under, related to, or made in connection with the Afimilk's Technology the Services the Customer Agreement (if executed by and between Customer and Afimilk) and/or this Agreement, regardless of its form, may be brought by Customer more than six (6) month after the cause of action has accrued and in any event no later than 3 months after the termination of this Agreement. The foregoing limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and are fundamental elements of the bargain between the parties.

9.3.   The Parties acknowledge that Afimilk has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the Parties. The Parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

10. **INDEMNIFICATION.** Customer will indemnify, defend and hold Afimilk harmless from and against any and all costs, liabilities, losses, damages, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding brought against Afimilk or its Affiliates, to the extent such claim, suit, action, or proceeding arises from this Agreement except to the extent arises out of a breach of this agreement by Afimilk.

11. **TERMINATION**

11.1.   Termination for Cause. Afimilk, at its sole discretion, may terminate this Agreement or suspend the license granted to Customer hereunder if: (i) Customer breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same; (ii) Customer fails to fully and timely pay Afimilk or the relevant distributor or dealer, as the case may be, any amounts due in connection with the Products, the Software and/or any Services, and does not cure such breach within five (5) days after receipt of written notice from Afimilk or the relevant dealer or distributor, as the case may be (email will suffice); (iii) Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) Customer becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

11.2.   No Liability for Termination. Afimilk will have no liability for any termination or expiration of any Service or this Agreement in accordance with their terms.

11.3.   Effect of Termination. Upon the effective date of termination of this Agreement: (i) Afimilk will immediately cease providing the Service(s) and Customer access to the Services and the Software will be immediately suspended; (ii) any and all payment obligations of Customer in connection with the Software, Products and the Services due until such the date of termination will immediately become due and payable; and(iii) Sections 1, 3, 5, 9-12 (inclusive), and 13.3-13.11 (inclusive) will survive the termination or expiration of this Agreement.

12. **CONFIDENTIALITY**.

12.1.   Customer acknowledges that Afimilk's Technology and Services constitute valuable proprietary and confidential information of Afimilk and its licensors and that unauthorized dissemination or disclosure of Afimilk's Confidential Information could

cause Afimilk irreparable harm. "Confidential Information" means any proprietary information, including trade secrets and other information, which is disclosed by Afimilk or its Affiliates (including without limitation information of Affiliates and third parties), whether tangible or intangible, including, but not limited to, the terms of this Agreement and information relating to Afimilk's Technology or the Services, technical and financial information and any improvements, enhancements, product specifications and plans, technical data, know-how, show-how, techniques, algorithms, routines, compositions, processes, formulas, methods, designs, design rules, drawings, flow charts, samples, inventions (whether reduced to practice or not), discoveries, concepts, ideas, past, current and planned research, development or experimental work, hardware, software (object code and source code), databases, systems, structures, modules included in Afimilk's Technology or the Services, the structure, sequences and organization of such software or modules, architectures, current and planned distribution methods and processes, customer lists, current and anticipated customer requirements, and any price lists, except any portion thereof which is now available or later becomes available to the public without breach of this Agreement, is lawfully obtained from a third party or parties who are under no obligation of confidentiality to Afimilk, or is known to Customer prior to such disclosure as evidenced by Customer's written records. The parties agree that Analytic Data shall be deemed as Afimilk's Confidential Information.

12.2. During the term of the Agreement and after its expiration or termination, Customer shall hold in strict confidence any and all Confidential Information, shall limit access to the Confidential Information to those of its employees and consultants who need to have access to such information or material for purpose of Customer's use of the Software under this Agreement and who are obligated to maintain confidentiality sufficient to protect Afimilk's rights in the Confidential Information, shall protect the confidentiality of the Confidential Information with the same degree of care as for its own information of like importance, but at least use reasonable care and shall not use the Confidential Information except for exercising its rights hereunder. Promptly after termination of the license granted by Afimilk pursuant to this Agreement, all materials containing Confidential Information of Afimilk shall be returned to Afimilk, at its first demand.

12.3. Notwithstanding anything to the contrary, Afimilk may use Customer's name and logo for the promotional purposes of the marketing and sale of the Products, Software and Services, in Afimilk's website, brochures, presentations and any other marketing material including but not limited to use at tradeshows.

13. **MISCELLANEOUS**

13.1. <u>Change in Services</u>. Afimilk has the right to change, modify and otherwise convert the technology used by it to provide the Products, Software and Services and terms under which they are offered, provided that their basic functionality and quality of the Services will not thereby be reduced.

13.2. <u>Force Majeure</u>. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

13.3. <u>Marketing</u>. Customer agrees that during the term of this Agreement Afimilk may publicly refer to Customer, orally and in writing, as a Customer of Afimilk and use the Customer Marks as part of Afimilk's marketing material. Any other reference to Customer by Afimilk requires the written consent of Customer.

13.4. <u>Governing Law & Jurisdiction</u>. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Israel (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement the United Nations Convention on the International Sale of Goods. The courts in Tel Aviv - Jaffa shall have sole jurisdiction over any disputes hereunder.

13.5. <u>Severability; Waiver</u>. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

13.6. <u>Assignment</u>. Customer may assign its rights and obligations under this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Customer may not otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Afimilk, and any attempted assignment or delegation without such consent will be void. Afimilk may assign this Agreement in whole or part. Afimilk also may delegate the performance of any of its obligations hereunder to its Affiliates or third parties, provided Afimilk remains responsible to Customer under this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Afimilk may engage third party sub-contractors to perform its obligations under this Agreement

13.7. <u>Notice</u>. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to Afimilk at the address stated above, and to Customer, at the site at which Products have been installed. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

13.8. <u>Relationship of Parties</u>. Afimilk and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Afimilk and Customer. Neither Afimilk nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

13.9. <u>Interpretation of Conflicting Terms</u>. As between Afimilk and Customer, in the event of a conflict between or among the terms in this Agreement, and the terms of any other previous agreement with Afimilk or its resellers (including the Customer Agreement), the provisions of this Agreement shall govern.

13.10. <u>Export regulation</u>. Customer will not export or re-export, directly or indirectly, any Software (or any portion thereof), without first obtaining the proper export license from the United States government. Customer acknowledges that it shall be responsible for complying with, and it shall comply with, all United States and foreign laws regarding the import/export of the Software.

13.11.   Upgrades.

Customer acknowledges that upgrades of the Software, as may be released by Afimilk from time to time at its sole discretion, might require, inter alia, updates of the terms and conditions of this Agreement. The recent and most updated version of this Agreement shall be available at Afimilk's website at *http://www.afimilk.com/sites/default/files/docs/afimilk-end-user-license-agreement.pdf*. By installing any upgraded version of the Software on its computers and/or using it customer consents to be bound by the recent, most updated version of this Agreement then available on Afimilk's website.

13.12. Entire Document; Counterparts; Originals**.**

13.12.1.   This Agreement, including all documents incorporated herein by reference, constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and documents, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other response by Customer not specifically agreed upon in writing by Afimilk's authorized person shall be deemed objected to by Afimilk without need of further notice of objection, and shall be of no effect or in any way binding upon Afimilk.

13.12.2.   Customer acknowledges that where Customer has purchased Products from a Afimilk reseller, Customer shall look solely to such reseller for the servicing of any claims, and Afimilk shall have no liability to Customer unless specifically agreed upon by Afimilk in writing in a separate document. Afimilk may have the right under the terms of agreements with reseller to assume Customer obligations, and where Afimilk has done so, it will use reasonable efforts to notify Customers.

Exhibit A

Software Warranty

1. Afimilk warrants that for the shorter period of (i) one (1) year after first installation of the Software at Customer's site, or (ii) fifteen (15) months following the delivery of the Products to Customer pursuant to Customer Agreement (the "Software Warranty Period"): (a) the media on which the Software is provided will be free of defects in materials and workmanship under normal use; and (b) the Software, when installed properly on hardware and using an operating system appropriate for use therewith, will, under normal use, substantially perform the functions described in the relevant end-user mannual.

2. Afimilk does not warrant that: (i) the Software will operate in combination with such other software or hardware as Customer may select for use with the Software unless Afimilk has approved the use with such other software or hardware in writing; or (ii) the operation of the Software will be uninterrupted or error-free. Afimilk shall have no obligation under this Software Warranty in the event that: (a) any modification is made to the Software without Afimilk's express prior written consent; or (b) the Software is used in violation of the terms of the above License Agreement.

3. Afimilk's sole obligation and liability, and Customer's sole and exclusive remedy under this Software Warranty shall be for Afimilk to use reasonable efforts to correct or replace that portion of the Software that fails to substantially perform the functions described in the relevant end-user mannual at Afimilk's expense, provided that Afimilk is notified in writing of all such failures during the Software Warranty Period. If, after using its reasonable efforts, Afimilk is unable to correct the defective Software so that it operates as warranted, Customer may recover the license fees paid to Afimilk for the defective Software.

4. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Customer assumes all risks as to selection, quality, installation, results and performance. Afimilk does not warrant that the Software will meet Customer's requirements or that the operation of the Software will be uninterrupted or error free.

5. Some states do not allow certain warranty limitations, so the restrictions of this **Exhibit A** will apply only to the full extent permitted by applicable law.