SOFTWARE EVALUATION AGREEMENT

In order to use Flowmo App Ltd.'s ("Flowmo") Software (the "Flowmo Software" as defined below), you hereby accept this Software Evaluation Agreement (the "Agreement"). The objective of the Flowmo Software is websites and weba-pps design, web creation, web publishing and web hosting.

1. OBJECTIVE OF AGREEMENT

Subject to the provisions of this Agreement, Flowmo will provide you with a limited license to make internal use of the Flowmo Software, only in binary form, including but not limited to such software's related documentation (the "Documentation") (collectively, the "Flowmo Software"), solely for the purposes of (i) evaluating the Flowmo Software and providing feedback data (e.g., questions, comments, suggestions, print-screen(s), videos or the like) regarding the Flowmo Software (the "Feedback"); and (ii) examining the Flowmo Software in advance of making a decision with respect to whether to receive a license from Flowmo to use the Flowmo Software, in terms which will be specified in a definitive agreement which may be executed between the parties (collectively, the "Purpose"), all in accordance with the terms stated herein. The term "Flowmo Software" includes the Flowmo Software and its binary code, compilation of data, or visual display resulting from the operation of the Flowmo Software, and any associated materials, equipment, systems, specifications, and Documentation.

2. GRANT OF LICENSE

- 2.1 Subject to the terms and conditions of this Agreement, Flowmo hereby grants you a non-transferable, non-sublicensable, non-exclusive, royalty-free, revocable license, limited for a period of six (6) months following the date on which you accepted this Agreement ("Evaluation Period"), unless terminated earlier by Flowmo pursuant to this Agreement, to internally use the Flowmo Software only in binary executable form and solely for the Purpose, all in accordance with the terms stated herein.
- 2.2 The license granted under Section 2.1 shall automatically expire (i) at the end of the Evaluation Period; or (ii) as described under Section 3 to this Agreement. Upon such expiration, your access to the Flowmo Software will be terminated and any information contained therein will be blocked for view or otherwise deleted. If you wish to subscribe for a commercial license, you shall enter into a separate binding agreement with Flowmo.
- 2.3 Flowmo reserves the right, at its sole discretion to reject your request to use the Flowmo Software, at any given time, and for any reason whatsoever (or for no reason).

3. TERM AND TERMINATION

- 3.1 <u>Term and Termination</u>. This Agreement shall automatically terminate upon the expiration of the Evaluation Period unless earlier terminated as set forth in this Section. You may terminate this Agreement at any time by disconnecting your use of the Flowmo Software. Flowmo may terminate this Agreement immediately, either with or without cause, at its sole discretion. For the avoidance of doubt, any termination or expiration of this Agreement shall also terminate the licenses granted hereunder.
- 3.2 Upon termination or cancellation of this Agreement, you shall immediately remove the Flowmo Software from all hard drives, networks and other storage media and destroy all copies of the Flowmo Software in your possession or under your control and certify such destruction in a written notice to Flowmo made within seven (7) days of Flowmo's request.
- 3.3 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. Termination of this Agreement shall not limit Flowmo from pursuing any other remedies available to it under any applicable law.

4. USE AND EVALUATION

- 4.1 <u>Your Obligations</u>. Evaluation of the Flowmo Software shall be, at your sole expense, during the Evaluation Period. You shall use the Flowmo Software in a proper manner strictly in accordance with the Documentation, and in compliance with all laws, ordinances or regulations relating to use of the Flowmo Software.
- 4.2 <u>License Restrictions</u>. Except as specifically permitted herein, without the prior written consent of Flowmo, you agree not to (nor permit anyone else to), directly or indirectly: (i) alter, modify, disassemble, decompile, reverse engineer, debug, or decrypt the Flowmo Software or any part thereof, nor attempt to do any of the foregoing; (ii) create derivative works or make copies of the Flowmo Software (including without limitation the Documentation); (iii) assign, rent, transfer, or sell any of its rights under this Agreement, without the prior written consent of Flowmo;

(iv) copy distribute or reproduce the Flowmo Software for the benefit of third parties; (v) allow others access to the Flowmo Software; (vi) remove or otherwise modify any of the Flowmo's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed, incorporated, included or attached to the Flowmo Software (including without limitation the Documentation); (vii) use the Flowmo Software (including without limitation the Documentation) for any other purpose other than for the Purpose in accordance with this Agreement; (vii) use the Flowmo Software in a manner that violates or infringes any rights of any third party, including but not limited to, right of privacy, proprietary rights or intellectual property rights of any third parties; and/or (viii) circumvent, disable or otherwise interfere with security-related features of the Flowmo Software or features that enforce limitations on use of the Flowmo Software.

5. PROPRIETARY RIGHTS

The Flowmo Software including without limitation its source code is not for sale and is and shall remain Flowmo's sole property. All right, title, and interest, including any intellectual property rights (including, without limitation, patents, patent applications, copyrights, moral rights, trade secrets, trademarks, trademark applications, designs, object code, mask works, databases, algorithms, formulae, processes, etc. all whether or not registered or capable of being registered) evidenced by or embodied in and/or attached and/or connected and/or related to the Flowmo Software including without limitation its source code and any and all derivative works thereof, and any intellectual property developed in connection with this Agreement, including without limitation any test or evaluation results obtained are and shall remain owned solely by Flowmo or its licensors. This Agreement does not convey to you any interest in or to the Flowmo Software but only, as abovementioned, a limited revocable license to use the Flowmo Software for the Purpose, in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of Flowmo's intellectual property rights under any law. If you contact Flowmo with Feedback, such Feedback shall be deemed to be non-confidential, and Flowmo shall have a non-exclusive, royalty-free, worldwide, perpetual license to use and/or incorporate such Feedback into the Flowmo Software and/or other current or future products or services of Flowmo (without your approval and without further compensation to you). The provisions of this section shall survive the termination of this Agreement

6. NO WARRANTIES

You acknowledge and understand that the Flowmo Software, including without limitation the Documentation are provided on an "AS IS" basis AND FLOWMO MAKES NO WARRANTY TO YOU OR ANY OTHER THIRD PARTY OF ANY KIND WITH RESPECT TO THE FLOWMO SOFTWARE, INCLUDING WITHOUT LIMITATION THE DOCUMENTATION AND HEREBY DISCLAIMS ALL WARRANTIES, **EXPRESS** IMPLIED, INCLUDING, **WITHOUT** LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE/NON-INFRINGEMENT. IMPORTANT NOTE: THE FLOWMO SOFTWARE IS CURRENTLY IN ITS BETA VERSION AND UNDERGOING BETA TESTING. THEREFORE. (I) SEVERAL FUNCTIONS OF THE FLOWMO SOFTWARE MAY NOT BE DISPLAYED AND/OR USED AT ALL (FOR ANY REASON WHATSOEVER), AND (II) THE FLOWMO SOFTWARE MAY SUFFER DISRUPTIONS, MAY CONTAIN BUGS AND MAY NOT OPERATE AS DESIGNATED OR INTENDED. You represent, acknowledge, and agree that; (i) the Flowmo Software may not meet your requirements; (ii) you shall inform your personnel regarding the nature of the Flowmo Software and the Purpose. You hereby waive any and all claims that you may have against Flowmo arising out of: (i) any use of the Flowmo Software; and/or (ii) the performance or nonperformance of the Flowmo Software.

7. DISCLAIMER OF LIABILITY

IN NO EVENT SHALL FLOWMO AND/OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE OR PROFIT ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT. FLOWMO FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF FLOWMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. FURTHER, FLOWMO SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION TO YOUR DATA TO THE EXTENT THAT SUCH ACCESS OR ALTERATION IS NOT DUE TO FLOWMO' WILFUL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, YOU HAVE THE SOLE RESPONSIBILITY FOR

ADEQUATE PROTECTION AND BACKUP OF YOUR DATA OR ANY OTHER DATA ON YOUR SYSTEMS.

8. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Flowmo, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) any use of the Flowmo Software not in accordance with the provisions of Documentation and the provisions of this Agreement; or (ii) your violation of any term of this Agreement.

9. THIRD PARTY COMPONENTS.

The Flowmo Software is developed and owned by Flowmo and/or its licensors. The Flowmo Software may use or include third party software, files and components that are subject to open source and third-party license terms ("Third-Party Components"). Your right to use such Third-Party Components as part of, or in connection with, the Flowmo Software 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 Flowmo Software or any portion thereof (except for the Third-Party Components contained therein) be deemed "open source" or "publicly available" software.

10. CONFIDENTIALITY

- You may have access to certain non-public and/or proprietary information of Flowmo, in any form or 10.1. media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, Feedbacks, know-how, or business of Flowmo, 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 "Flowmo's Confidential Information"). You shall take reasonable measures, at least as protective as those taken to protect your own confidential information, but in no event less than commercially reasonable care, to protect Flowmo's Confidential Information from disclosure to a third party. You shall not (i) use or disclose Flowmo's Confidential Information except as expressly permitted under this Agreement or by applicable law; (ii) reverse engineer, disassemble or decompile any Flowmo's Confidential Information except with the express written authorization from Flowmo; (iii) make any discloser of Flowmo's Confidential Information to any of your representatives unless Flowmo is satisfied that such representative will act in accordance with the terms of this Agreement; or (iv) export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Flowmo's Confidential Information or product thereof. All right, title and interest in and to Flowmo's Confidential Information are and shall remain the sole and exclusive property of Flowmo. You will be liable for any breach of this Agreement by you or by your representatives.
- 10.2. Since a breach by you of any of the promises or obligations contained herein may result in irreparable and continuing damage to Flowmo for which there may be no adequate remedy at law, you hereby agree that money damages will not be a sufficient remedy for any breach of this Agreement by you or your representatives, and the Flowmo shall be entitled, in addition to money damages, to specific performance and injunctive relief and any other appropriate equitable remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.
- 10.3. Without derogating from the provisions mentioned above, you also agree that neither you nor your representatives will issue press releases or disclose to any other person the existence or the content of this Agreement, including without limitation any discussion or Feedback with respect to the Flowmo Software without the prior written consent of Flowmo, provided that you may make such disclosure if it is required by law. If such disclosure is required by law, you shall provide prior reasonable notice to Flowmo and use diligent efforts (i) to limit disclosure; (ii) to obtain confidential treatment or a protective order; and (iii) to allow Flowmo to participate in any such proceeding for confidential treatment or protective order.
- 10.4. The obligations under this section shall survive the termination of this Agreement.

11. MISCELLANEOUS

This Agreement represents the complete agreement concerning the license granted herein and the subject matter hereof. Flowmo may, at its sole discretion and will, change the terms contained herein by providing you a written notice. You represent and warrant that you have the full right, power and authority to enter into this Agreement and to perform the obligations under this Agreement. This Agreement is not assignable, transferable or sublicensable by you except with Flowmo's prior written consent and any such attempted assignment or transfer will be void. Flowmo may transfer and assign any of its rights and obligations under this Agreement without your consent. A waiver by a party of any term or condition of this Agreement in any one instance will not be deemed or construed to be a waiver of such term or condition for any similar instance in the future or of any subsequent breach hereof. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind Flowmo in any respect whatsoever. This Agreement will be governed by the laws of the State of Israel without regard to its conflict of laws provisions. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in the courts located in Tel Aviv, Israel and the parties hereby consent to personal jurisdiction and venue in such courts.

BY CLICKING THE "I ACCEPT" BUTTON, YOU ACKNOWLEDGE THAT (A) YOU HAVE READ AND REVIEWED THESE TERMS IN THEIR ENTIRETY, (B) YOU AGREE TO BE BOUND BY THIS AGREEMENT, (C) THE INDIVIDUAL SO CLICKING HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF HIS/HER ORGANIZATION, AND (D) BY SO CLICKING, THIS AGREEMENT CONSTITUTES BINDING AND ENFORCEABLE OBLIGATIONS ON YOUR AND YOUR ORGANIZATION'S BEHALF.