

Pilot Terms and Conditions

These terms and conditions (the "Agreement") govern your access to and use of the Solution (as defined in this Agreement) offered by us or our Affiliates for evaluation purposes. By using the Solution, or upon your written agreement to the ordering document ("**Pilot Order Form**"), you indicate you have read, understand and agree to the terms and conditions of this Agreement. If you use the Solution on behalf of an organization, you agree to this Agreement on behalf of that organization and you represent and warrant that you have the authority to do so. "**Carbyne**", "**us**", "**we**" or "**our**" refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de RL de CV, as specified on the Order Form, on behalf of itself and its Affiliates, and "**Customer**", "**you**" and "**your**" refers to the customer on the Pilot Order Form.

We offer certain proprietary technology hosted on a third-party cloud service (the "**Platform**") and accessible by customers through a software component which is installed on your systems (the "**Software**", and together with the Platform, the "**Solution**"), designed to improve emergency call response handling and public safety services. This Agreement addresses the terms under which you may use the Solution on an evaluation basis.

1 License; Services.

1.1 During the Term, provided you are current in your payment obligations, we grant you: (i) the right to access the Platform through the Software; (ii) a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to download, install and use the Software solely for purposes of exercising your rights to access the Platform as part of the Solution. You may install the Software up to the number of licenses set forth in the Pilot Order Form, and you may access and use the Solution for your internal business purposes only to evaluate the Solution. If we provide you with hardware or equipment for your use with the Solution,

unless otherwise agreed upon in writing, upon expiration or termination of this Agreement, you are required to promptly return the hardware or equipment to us in the same condition we originally provided to you.

1.2 You may permit your employees, consultants, agents or contractors ("**Authorized Users**") to access and use the Solution and Documentation provided you are responsible for: (i) ensuring all Authorized Users use the Solution and Documentation only for support of your internal business and operations in accordance with this Agreement, and (ii) any unauthorized use of the Solution or any breach of this Agreement by an Authorized User.

1.3 As between you and us, we or our licensors retain all rights, title and interest, including Intellectual Property Rights, in and to the Solution, support services and Documentation, including specifications, materials and user manuals provided by us. You agree not to copy, distribute, modify or make derivative works of the Solution and Documentation or any other components or content, or to use any of our Intellectual Property Rights in any way not expressly permitted by us. "**Documentation**" refers to our then-current standard product sheet or manual provided or made available by us with respect to the Solution which describes its features and functionalities. Documentation specifically excludes marketing and promotional materials and proposals.

1.4 As part of your use of the Solution and related support services, you may receive access to applications, materials, services, data and information, such as location, which are provided by a third party ("**Third Party Content**"). You are responsible for compliance, including compliance by your Authorized Users, with any terms which apply to Third Party Content. We make any Third Party Content available "AS IS" without support (unless otherwise specified), representations or warranties of any kind. We may suspend or terminate provision or availability of any

Third Party Content at any time without any liability, and such suspension or termination will not be deemed a breach of this Agreement. Any continued use of Third Party Content remains at your own risk.

1.5 We may at any time: (i) introduce new or additional products and services, (ii) update the Solution to improve or add features or functionalities to the Solution, or (iii) modify the Solution to cease providing a feature or functionality. We will make available to you any additional terms applicable to new or enhanced products and services in advance.

2 Your Obligations

2.1 You agree you will manage, secure and protect from unauthorized use or disclosure, and keep confidential, all Software license keys and login credentials used by Authorized Users in connection with use of the Software and Platform.

2.2 You shall not, directly or indirectly: (i) attempt to infiltrate, hack, reverse engineer, decompile or disassemble the Solution or any part of the Solution for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Solution; (iii) remove or use the name, trademarks, trade-names, logos and other proprietary notices of Carbyne contained on or in the Solution or Documentation; (iv) copy any part or content of the Solution or of the Documentation other than for your own internal business purposes (except as specifically permitted in this Agreement); (v) use the Solution or any part thereof to build a competitive product or service; (vi) sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Solution or any data accessed or created by the Solution to any third person (except to the extent expressly permitted in this Agreement); (vii) permit other individuals or entities to create links to the Platform or Solution, or "frame" or "mirror" the Platform on any other server, or wireless or Internet-based device, or otherwise make available to a third party any token, key, password or other login credentials to the

Solution; (viii) transmit software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment into the Platform or our network environment; (ix) use the Solution or Third Party Content in violation of any applicable law or regulation or any rights of any person. You shall provide us with reasonable assistance to prevent the occurrence of any such activities by any third parties.

2.3 Furthermore, you shall not use the Solution: (i) for any illegal or fraudulent activity; (ii) to violate the rights of others; (iii) to threaten, incite, promote or actively encourage violence, terrorism or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (or "spam").

3. Confidentiality

3.1 "**Confidential Information**" means information (whether oral, written or in some other tangible form) disclosed by one party (the "disclosing party") to the other party (the "receiving party") that is obtained by the receiving party under or in connection with this Agreement and that is marked as confidential, is by its nature confidential or relates to the business or affairs of the disclosing party.

3.2 The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than obligations described in this Agreement; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its



rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, the receiving party may disclose disclosing party's Confidential Information in its possession to the extent required by legal process or applicable law, rule or regulation, provided prior to such disclosure, if legally allowed, receiving party gives prompt notice to the disclosing party to give disclosing party an opportunity to seek a protective order or other appropriate relief.

3.3 Confidential Information excludes any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party has in its possession without any duty of confidentiality prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of any confidentiality obligations; (iv) the receiving party has independently developed, without breach of this Agreement and/or without any use of or reference to the Confidential Information.

4. Data; Data Privacy

4.1 Our Privacy Policy governs your rights arising from and relating to data protection and privacy, including our practices with respect to the collection, use and disclosure of certain data and/or personal information provided to us in connection with your use of the Solution. We may use contact information you provide to us to communicate with you about the Solution and send you information we think may be of interest to you based on your marketing communication preferences. Our use of your personal data remains subject to the Privacy Policy.

4.2 You retain all right, title and interest, including Intellectual Property Rights, in and to data which you submit to the Platform or which is recorded or stored

in the course of your use of the Solution ("**Your Data**"). You grant us a license to use, reproduce, transmit and analyze Your Data, solely as required to provide the Solution to you (including performance of operations by the Solution in accordance with Documentation and this Agreement), and to provide support services. We will retain Your Data for the Term of this Agreement and for 90 days after termination or expiration of this Agreement ("**Data Retention Period**"). You may download Your Data any time during the Data Retention Period, and we will delete Your Data after conclusion of the Data Retention Period. You acknowledge you are responsible for your own compliance with any applicable data retention laws, and you will be solely responsible for the retention of such data for any applicable retention periods and for the purposes of any subsequent data requests. We will have no further obligation with respect to Your Data after the Data Retention Period or after you download Your Data.

4.3 We may create anonymized and aggregated statistical data from your usage of the Solution, which does not include your personal data. We may use such anonymized and aggregated data for our own purposes, such as to develop and improve the Solution, to develop new services or products, and to identify usage trends.

5. Compliance

5.1 You agree to use the Solution in accordance with all applicable laws, including any applicable privacy and export laws. You agree to comply with all applicable sanctions (including embargoes) and re-export control laws and regulations including (to the extent applicable) those of the United States of America. We are not obligated to perform under this Agreement if doing so is in violation of national or international foreign trade or customs requirements or any embargoes or other sanctions.

5.2 You agree to report any known or suspected misuse of the Solution to us. We have the right to monitor your use of the Solution (but not Your Data) to



verify your compliance with this Agreement at any time. If we believe that you are using the Solution in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, terminate or suspend your right to use the Solution (or any feature, functionality or content which we determine is being used in violation of this Agreement) or take any other action we consider appropriate.

7. Your Warranty; Disclaimers

7.1 You warrant you have the full capacity and authority and all necessary consents to enter into and perform your obligations under this Agreement.

7.2 You acknowledge the Solution is provided as a supplementary source of emergency data, and such data should not replace other emergency location information and should not be exclusively relied-upon in an emergency scenario.

7.3 YOU ACKNOWLEDGE WE DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. WE MAKE NO REPRESENTATION THAT WE ARE AN INTERCONNECTED VOIP SERVICE OR A COVERED 911 SERVICE PROVIDER, AND YOU MUST OBTAIN SUCH SERVICES FROM THE APPROPRIATE THIRD PARTY SERVICE PROVIDER.

7.4 WE PROVIDE THE SOLUTION, SUPPORT SERVICES AND DOCUMENTATION TO YOU ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. WE FURTHER DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FAULT TOLERANT, FAIL SAFE, FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING

YOUR DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

8. Your Responsibilities

You are responsible for any claims, suits or proceedings arising out of or relating to your (or your Authorized Users'): (i) violation of any third party rights (including third party Intellectual Property Rights or privacy rights); (ii) use of the Solution and Documentation in breach of the terms of this Agreement; (iii) the operation and your combination or use of the Solution with Your Data and third party equipment, software, applications, materials and/or services; (iv) Your Data; and (v) breach of Section 2 (Your Obligations).

9. Limitation of Liability

EXCEPT FOR WILLFUL MISCONDUCT OR FRAUD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF US\$1000. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING CUSTOMER DATA), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Term; Termination

10.1 This Agreement shall commence on the Effective Date and will continue for the Term set forth in the Pilot Order Form ("Term").

10.2 We may suspend or terminate your use of the Solution or terminate this Agreement if: (i) you are in breach of this Agreement and do not cure that breach within twenty (20) days after we notify you of such breach; (ii) your use of the Solution poses a security risk to the Solution or to other users of the



Solution; or (iii) suspension is required pursuant to a subpoena, court order, or other legal requirement.

10.3. Upon termination of this Agreement or the end of the Pilot period, whichever is sooner, you will immediately cease use of the Solution and each party shall return to the other party all of the other party's Confidential Information in its possession. Sections 1.3, 1.4, 2, 3, 4, 7, 8, 9, 10.3 and 11 shall survive any expiration or termination of this Agreement.

11. General

11.1 We will not be liable for events beyond our reasonable control or for delay or failure to perform any obligations under this Agreement due to any cause beyond our reasonable control.

11.2 If you provide any ideas or feedback regarding any products and services offered by us, such as suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively "Feedback"), we may use Feedback freely.

11.3 All notices shall be in writing and given in person, by an overnight courier service which provides tracking information to evidence delivery or by email with confirmation of receipt, addressed to the address or email, as applicable, set forth in this Agreement, the Pilot Order Form or to such other address or email as a party may designate to the other in accordance with the notice procedure. All notices delivered in person or by courier service are deemed to have been given upon delivery and notices sent by email are deemed given when received and opened as validated by the read receipt.

11.4 This Agreement constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, including any additional or preprinted terms on purchase orders, with respect to the subject matter of this Agreement. We may update, amend or modify this Agreement from time to time as required to comply with applicable law or as required by our licensors or vendors with thirty (30) days prior written notice. All

amendments will be made only in writing. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance.

11.5 You may not transfer or assign your rights or obligations under this Agreement to any third party. Any assignment contrary to this section shall be void. We may assign our rights and obligations under this Agreement freely, and we will provide written notice to you of such assignment. Some of our licensors and suppliers may be third-party beneficiaries under this Agreement.

11.6 If you are entering into this Agreement with Carbyne, Inc. this Agreement is governed by the laws of the State of New York, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in New York, New York. If you are entering into this Agreement with Carbyne Ltd. or Carbyne911 Mexico S. de RL de CV, this Agreement is governed by the laws of Israel, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in Israel. Notwithstanding the foregoing, if you are a public entity and your state law requires you to contract under your state law, then your state law shall apply to this Agreement.