

OfficeTrack End User License Agreement (EULA)

1. License, Definitions & Personal Data

This End User License Agreement ("Agreement") is the agreement between you (either as an individual or an Entity (as defined below) ("you") and OfficeCore.com Ltd. ("OFFICECORE") which governs your use of the OfficeTrack cloud service (SaaS) and related Interfaces, Help Center, Printed or Electronic materials, including the user guide (the "SOFTWARE" or "SERVICE"). By downloading, installing, logging in, or otherwise using the SOFTWARE or the SERVICE, You, agree to be bound by the terms of this Agreement.

You understand that the purpose and focus of the SOFTWARE SaaS Service is WFM & FSM (Work Force Management & Field Service Management including Fleet Management) and not to function as a service to collect, store, retrieve, manipulate and transmit Personal Data. ("Personal Data" means and includes, any data, information or record that directly or indirectly identifies a natural person (data subject) or relates to an identifiable natural person, including but not limited to, name, address, telephone number, email address, payment card data, identification number such as social security or tax ID number, date of birth, driver's license number and any other personally identifiable information that OFFICECORE or any third party acting on OFFICECORE's behalf processes in connection with this Agreement.

Nonetheless, you understand and acknowledge that the incidental capturing of nominal Personal Data in connection with the SERVICE will occur in the ordinary course (for example, credentials (login) information for authorized users or names and contact information of your end customers or your employees, as needed to conduct the SOFTWARE and the SERVICE).

The parties shall manage their operations and activities with respect to Personal Data in a confidential and secure manner and in accordance with all applicable laws and regulations.

OFFICECORE will process Personal Data in respect of the nature and purposes of provide the SERVICE and for the duration on behalf of and in accordance with your written instructions. As between OFFICECORE and you, you are the owner of any and all Personal Data, and OFFICECORE will have no ownership rights or interest in such Personal Data

If you do not agree to the terms of this Agreement, do not download, install, login or otherwise use the SOFTWARE.

By using or attempting to use the SOFTWARE, you certify that you are at least 18 years of age and you acknowledge that you have read, fully understood, and agree to be bound by this Agreement, as they may be amended from time to time. If you do not meet these requirements or, if for any reason, you do not agree with all the terms and conditions contained in this Agreement, please discontinue using the SOFTWARE immediately.

If you are using the SOFTWARE on behalf of a company, entity, or organization (each, an "Entity") then you represent and warrant that you: (i) are an authorized representative of that Entity with the authority to bind such Entity to this Agreement; (ii) have read the Terms; (iii) fully understand these Terms, and (iv) agree to this Agreement on behalf of such Entity.

You are solely responsible for your use of the SERVICE (including access to and use of the SOFTWARE accounts and the choice of User Names and Secure Passwords)

2. Grant of License

2.1. Rights and Limitations of Grant

Provided that you comply with the terms of this Agreement, OFFICECORE hereby grants you a limited, non-exclusive, non-transferable, non-sub licensable right to install and use the SOFTWARE, solely in accordance with the terms of this Agreement. OFFICECORE reserves all rights, title and interest to the Software not expressly granted to you hereunder. The Software is licensed solely for your internal business use.

2.2. Usage Rights

You may only use the SOFTWARE in accordance with the provisions of the User Guide. It is hereby clarified, and you agree, that the SOFTWARE will not function if you use the SOFTWARE in any manner that is not in accordance with any provision of the User Guide. You may only install the mobile app of the SOFTWARE on one device for each license you are paying and you shall be permitted to establish unlimited user names and passwords for access to information over the Internet. Each user that is to receive access to information over the Internet will receive an individual username and password. You acknowledge and agree that: (i) you are responsible for the compliance by each such user with this Agreement and will remain liable to OFFICECORE for any such breach; (ii) only one person may use a specific username and password and may not provide his or her username or password to any other person; and (iii) you shall, and shall ensure that all those with access to the SOFTWARE, keep all usernames and passwords safe and secure to ensure that they are not used by anyone else. You must immediately notify OFFICECORE if you have reason to believe that there has been unauthorized use or access to any such username. You shall be solely responsible and liable for any breaches of this Agreement arising out of or resulting from use of any username to access the SOFTWARE.

2.3 Additional Licensing Obligations

You acknowledge and agree that your use of certain 3rd party components included with the SOFTWARE may be subject to additional licensing terms and conditions.

2.4 Limitations

You are not permitted, nor may you allow any third party, to modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restrictions) or create derivative works based on the Software, or any portion thereof, or otherwise attempt in any manner to obtain the source code of the Software. You are not permitted, nor may you allow any third party, to copy the Software or the Documentation except as specifically provided by this Agreement. The Software is licensed as a single product. You may not sell, rent, lease, lend, redistribute, sublicense or otherwise transfer the Software, in whole or in part, on a permanent or temporary basis. You are prohibited from, either by yourself or allowing a third party, using OFFICECORE's or OFFICECORE's suppliers' name, logos, or trademarks in any manner including, without limitation, in your advertising or marketing materials, except as OFFICECORE may otherwise explicitly approve in writing.

You will not act on your own and will not allow any third party to act to disrupt the proper functioning of the SOFTWARE; to use materials that violate applicable laws and regulations in any country where the SERVICE is operates; breach of technical specifications appearing in the SERVICE policy; engage in any other business activity that is illegal or fraudulent or fraudulent under applicable law in the country where the SERVICE available.

2.5 CONFIDENTIALITY

Licensee acknowledges that the SOFTWARE, contains proprietary and confidential property of OFFICECORE or OFFICECORE's suppliers. Licensee may not disclose this confidential information to anyone other than your employees or consultants who need access to the confidential information to carry out their duties and who are bound by appropriate confidentiality or nondisclosure agreements.

2.6 Under no circumstances should anything in this Agreement be construed as OFFICECORE granting by implication, estoppel or otherwise, (i) a license to any OFFICECORE product or technology other than the SOFTWARE; or (ii) any additional license rights for the SOFTWARE other than the licenses expressly granted in this Agreement.

3. Term and Termination

This Agreement will continue in effect for three (3) years ("Initial Term") after Your initial download and use of the SOFTWARE, subject to the exclusive right of OFFICETRACK to terminate as provided herein. The term of this Agreement will automatically renew for successive one (1) year renewal terms after the Initial Term, unless either party provides to the other party at least three (3) months' prior written notice of termination before the end of the applicable renewal term. This Agreement will automatically terminate if you fail to comply with any of the terms and conditions of this Agreement. In such event, you must destroy all copies of the SOFTWARE and all of its component parts of integrations.

Either party may terminate this Agreement by providing at least 60 days prior written notice to the other party.

Upon expiration or termination of this Agreement, for any reason, the SOFTWARE will become inactive without notice and will not be reactivated until the Agreement is renewed.

The parties agree that the following sections of the Agreement will survive the termination of this Agreement for any reason: Section 3, Section 4, Section 6, Section 7, Section 8 and Section 9.

4. Ownership and Copyright

All rights, title, interest and copyrights and other intellectual property rights in and to the SOFTWARE (including but not limited to all images, photographs, animations, video, audio, music, text, and other information incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are vested in and shall remain in OFFICECORE, or its suppliers. You agree that you neither owns nor hereby acquires any claim or right of ownership to the Software or to any related patents, copyrights, trademarks or other intellectual property right. This license is not a sale of the original or any subsequent copy. The SOFTWARE is protected by the copyright laws and other intellectual property local and foreign laws and international treaties and thus your use of the SOFTWARE is specifically limited to the use specifically permitted herein.

5. Support and Updates

OFFICECORE shall, during the term of this Agreement, and subject to the receipt of the applicable fees, provide the support for the SOFTWARE in accordance with its standard Service Level Agreement, as may be updated from time to time, which can be found at www.officeTrack.com

6. Disclaimer of Warranties and Limitations on Liability

6.1. No Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND OFFICECORE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

OFFICECORE DOES NOT WARRANT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM. OFFICECORE DOES NOT WARRANT THAT THE SOFTWARE WILL BE WHOLLY FREE FROM DEFECTS, ERRORS AND/OR BUGS OR THAT THE SOFTWARE WILL BE ENTIRELY SECURE. OFFICECORE IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE OR TO FIX ANY FAILURES OF THE SOFTWARE.

6.2 No Liability for Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OFFICECORE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS OR OF OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF OFFICECORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY

CLAIM BY ANY THIRD PARTY. IN NO INSTANCE WILL OFFICECORE'S CUMULATIVE LIABILITY EXCEED THE AMOUNT OF LICENSE FEES PAID BY YOU TO OFFICECORE OVER THE PRECEDING 6 MONTHS.

6.3 Cellular Coverage, GPS, Mobile device and Public Networks.

It is hereby clarifying, and the parties agree, that the provision of the SOFTWARE and its quality, are influenced by the nature of the connection to the Internet, specifically the connection of any mobile phone when using the SOFTWARE on a mobile phone, including the fact that in some areas in the territory that may not be covered, or coverage is not continuous, as well as the mobile phone GPS Info and public network and its functioning properly. These factors are outside of OFFICECORE's control and any interruption in the mobile connection and/or GPS info and/or the device itself and/or the network such as hearkening, interruption of information transmission, the transfer of information is incorrect, unauthorized penetration in the database and quality broadcasting and any other case beyond the areas where there is mobile coverage or internet connection, is not OFFICECORE's responsibility. Therefore, you hereby waive any and all claims concerning the limitations of the SOFTWARE or any part thereof through computers / cell phones or through the Internet, because of any of the above or as a result of disconnections of the communications network and over the Internet and any interruption in the network.

6.4 Privacy and Personal Data.

You hereby declare and warrant that you will notify any and all your users of any device on which the SOFTWARE is installed, that the SOFTWARE has the possibility of locating and tracking them. You will obtain any and all consents and approvals of such individuals in connection therewith as may be required under applicable law, before allowing any such individual access to or the ability to use the SOFTWARE. Without derogating from the previous sentence, it is hereby clarified and agreed, that OFFICECORE is not in any way responsible for data security and/or integrity of the data that is transferred using the SOFTWARE, including through the external communications infrastructure, whether via cellular network, network, public Internet, e-mail services, or the like. You are fully responsible for and will ensure the security of network information associated with your information systems, and any and all data provided to you by OFFICECORE via the Internet. You hereby aware that usage Data will be kept on the SOFTWARE for up to 3 consecutive months. (You can request OFFICECORE to shorten the retention time to reduce security risks and privacy problems).

For Personal Data you transfer to the SERVICE: (a) you will verify the personal data source and handling and you will continue to carry out in accordance with the relevant provisions of the applicable data protection law; (b) You will manage the personal data in the SERVICE throughout the duration of the SERVICE in accordance with personal data legalization; (c) you will delete Personal Data from the SERVICE or instruct OFFICECORE to delete as soon as it is no needed any more and in accordance with the applicable data protection law;

7. Feedback

You have no obligation to give OFFICECORE any suggestions, ideas, enhancement requests, recommendations, comments or other feedback ("**Feedback**") relating to the SOFTWARE. Notwithstanding any Non-Disclosure Agreement executed by and between the parties, to the extent OFFICECORE receives any Feedback from you, OFFICECORE may use and include any such Feedback to improve the SOFTWARE or for any other purpose. Accordingly, you hereby irrevocably, exclusively and on a royalty-free basis, assigns, all such Feedback to OFFICECORE and OFFICECORE and its affiliates, licensees, clients, partners, third-party providers and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback as it deems fit.

8. Indemnification

8.1 You agree to defend, indemnify, and hold OFFICECORE, its subsidiaries, affiliates, officers, directors, employees, licensors and agents, harmless from and against any claims, demands, liabilities, damages, losses, and expenses, including without limitation attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the SOFTWARE; (ii) your violation of this Agreement (including negligent or wrongful conduct); (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any data uploaded using the SOFTWARE.

8.2 OFFICECORE shall provide notice to you of any such claim, provided that the failure or delay by OFFICECORE in providing such notice shall not limit your obligations hereunder. OFFICECORE reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting OFFICECORE's defense of such matter.

8.3 OFFICECORE agrees, subject to following terms, to defend you in a suit or proceeding in connection with any allegation that OFFICECORE software infringes patent, trademark, copyright, or interfere with proprietary right of a third party. OFFICECORE will pay reasonable amount against you attributable to such claim, provided that: (i) OFFICECORE is notified promptly in writing of any claim of infringement, (ii) OFFICECORE shall have sole direction and control of any negotiations of any suit which may be brought, and (iii) no settlement of any allegation or claim shall be made without OFFICECORE's prior written consent. You will assist, collaborate, support OFFICECORE with all required efforts according to OFFICECORE instructions.

OFFICECORE indemnity above shall not apply to any aforesaid claim in so far that it arises as a result of any of the following:

8.3.1 OFFICECORE's compliance with your' instructions to customize OFFICECORE services or software in any manner not set out in the required specifications, including without limitation to any Software development or modification outside said specifications;

8.3.2 Your use of the OFFICECORE Software and Services in a manner, or for a purpose, not in accordance with the specifications;

8.3.3 You will assembly, function or use of the Software in combination with any products or other software not supplied by OFFICECORE and not included in the relevant specifications or otherwise

agreed to by the OFFICECORE as products or software able to be used in combination with the Software;

8.3.4 The alteration or modification of the Software other than in accordance with this Agreement, without the prior written approval of OFFICECORE, by you or by any third party acting on your instructions or with the your permission, to the extent the claim would not have arisen but for the modification;

8.3.5 Your breach of the scope of the OFFICECORE license;

9. Compliance, Roles and Responsibilities, Retention and Destruction of Personal Data

You appoint OFFICECORE as a SERVICE provider to process your employees, end customers info and Personal Data on your behalf. However, where you use the SERVICE, you may be a provider or processor of the Personal Data, it appoints OFFICECORE as your sub-processor.

You are responsible for testing and using the SOFTWARE to suit your needs, including the use of the WEB server, interfaces to the SERVICE, download and use the application on the end devices, the vehicle units and the IOT sensors. You are responsible for downloading the software to your employees' devices and for checking their suitability for using the SERVICE.

You shall: (i) comply with all applicable privacy and data protection laws; (ii) ensure that any instructions that it issues to OFFICECORE shall comply with Data Protection Legislation; (iii) have sole responsibility for the accuracy, quality and legality of the Personal Data provided to OFFICECORE; (iv) have established the legal basis for processing under Data Protection Legislation; (v) have provided all notices and obtained all consents as may be required under Data Protection Legislation; and (vi) ensure that it has and will continue to have, the right to provide access to the Personal Data to OFFICECORE in accordance with the terms of the Agreement.

If OFFICECORE believes that any instruction from you is in violation of, or would result in Processing in violation of Applicable Law, then OFFICECORE will promptly notify you, and if you believe OFFICECORE is or may be in violation of Applicable Law you will promptly notify OFFICECORE. Similarly, if Applicable Law requires OFFICECORE to conduct Processing or providing that is or OFFICECORE believes could reasonably be construed as inconsistent with your instructions, OFFICECORE will notify you promptly prior to commencing the Processing, unless this notification is prohibited by law on important grounds of public interest.

You shall maintain records of all processing operations under your responsibility that contain at least the minimum information required by Data Protection Legislation and shall make such information available to any Supervisory Authority on request.

With respect to any Security Incident regarding Personal Data of which OFFICECORE becomes aware, OFFICECORE will promptly and without undue delay, notify you and provide such timely information as you may reasonably require to enable you to fulfill any data breach reporting obligations under Data Protection Legislation. The notice will summarize in reasonable detail the nature of the Security Incident; whether the suspected data is lost, stolen or compromised, if known; OFFICECORE's appraisal of the consequences of the Security Incident; the corrective action taken or to be taken by OFFICECORE; and any internal point(s) of contact responsible for managing or responding to the Incident, including the contact information OFFICECORE's data protection director or officer.

OFFICECORE will promptly take reasonably necessary and advisable corrective actions and will cooperate fully with you in all reasonable and lawful efforts to prevent, mitigate, or rectify such Security Incident.

In the event of a Security Incident, if either Party determines that any Security Incident must be disclosed or reported to a third party, including individuals or governmental authorities, each Party will fully cooperate with and assist the other Party in fulfilling such reporting and disclosure obligations. Unless required by Applicable Law, OFFICECORE shall not make any notifications to a Supervisory Authority or any data subjects about the Security Incident without your prior written consent (not to be unreasonably withheld or delayed).

OFFICECORE will promptly notify you of any request for access to any Personal Data from any regulatory body, government official or other third person. OFFICECORE will cooperate with you your regulators or a data subject requests access to Personal Data for any reason, provided that you shall be responsible for OFFICECORE's reasonable costs and expenses arising from such cooperation.

OFFICECORE will not retain Personal Data any longer than is reasonably necessary to accomplish the intended purposes for which the data was provided to the SERVICE, the SERVICE usage terms and except as required under Applicable Law or in order to defend any actual or possible legal claims as you so direct OFFICECORE.

OFFICECORE shall take reasonable steps to return or irretrievably delete Personal Data in its control or possession when it no longer requires such Personal Data to exercise or perform its rights or obligations under this Agreement, and in any event on expiry or termination of this Agreement.

To the extent that OFFICECORE is required by Applicable Law to retain all or part of the Personal Data (the "Retained Data"), OFFICECORE shall:

- a) cease all processing of the Retained Data other than as required by the Applicable Law;
- b) keep confidential all such Retained Data;
- c) continue to comply with the provisions of this Agreement in respect of such Retained Data

10. Payments

You will reimburse all charges incurred in connection with the SERVICE using a payment method approved by OFFICECORE for you within a commercially reasonable period as specified by OFFICECORE. A delay in the payment of the debits will bear interest at the rate of 1% per month (or the higher rate permitted by law, if lower). The charges do not include taxes. You shall pay (i) all other government taxes and charges and (ii) all reasonable expenses and payments OFFICECORE may incur in respect of the collection of late payments which are not in good faith dispute. Charges will be based on criteria (criteria) for billing relevance to the SERVICE (e.g. based on resources, units, messages). You must pay each part of the charge that is not the subject of the appeal. You shall not be entitled to offset any of the payments to which you will be obligated under this Agreement against any other payment due under this Agreement.

11. Miscellaneous

This Agreement will be governed by and construed in accordance with Israeli law without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. Any disputes relating to this Agreement and the use of the SOFTWARE will be subject to the exclusive jurisdiction of the courts of Tel Aviv. If any of the terms or conditions of this Agreement are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from this Agreement and the remaining terms will continue to apply.

If any provision of this Agreement is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law.

This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.

This Agreement may only be modified in writing signed by an authorized officer of OFFICECORE.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the SOFTWARE and this Agreement or any related matter must be filed within one year after such claim or cause of action arose or be forever barred.

For the avoidance of doubt, the provisions of this Section shall be deemed to constitute a separate written legally binding agreement between OFFICECORE and you, in accordance with the provisions of Section 19 of the Israeli Limitation Law – 1958.

You shall not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of OFFICECORE.

Any purported assignment or delegation by you without the appropriate prior written consent of OFFICECORE will be null and void. OFFICECORE may assign this Agreement or all or any rights hereunder without restriction.

This Agreement constitute the full and entire understanding and agreement between you and OFFICECORE about the subject matters hereof, and replaces any prior agreement pertaining to the subject matter hereof.

No purchase order or other form submitted by you will modify, supersede, add to or in any way vary this Agreement, unless specifically set forth therein.

The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and will not be deemed to limit or affect any of the provisions hereof.

The failure of OFFICECORE to enforce any right or provision of this Agreement, or failure to exercise any option to terminate, will not be deemed a waiver of such right or provision and shall not affect the validity of this Agreement or any part thereof, or the right thereafter to enforce each and every provision.

Any waiver of any provision of any term in this Agreement will be effective only if in writing.

Any notice or other communication to be given hereunder will be in writing and given (a) by OFFICECORE via email (in each case to the address that you provide), (b) a posting on OFFICECORE's website or (c) by User via email or to such other addresses as OFFICECORE may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

This Agreement is also for the benefit of any and all of OFFICECORE's direct and indirect subsidiaries, each of which will have the right to enforce any and all rights of OFFICECORE under this Agreement.

IN WITNESS WHEREOF, You have entered into this Agreement as of the date _____

Signature: _____ Name: _____

Company: _____ Title: _____

Email: _____ Phone: _____