

LICENSE AGREEMENT

THE FOLLOWING TERMS AND CONDITIONS CONSTITUTE AN AGREEMENT (THIS “**AGREEMENT**”) BETWEEN YOU AND IDOMOO LTD. OR ANY OF ITS AFFILIATES (“**IDOMOO**”) IN RESPECT OF THE IDOMOO SCENE BUILDER AND IDOMOO SCENE VIEWER (AS SUCH TERMS ARE DEFINED BELOW). PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING THE “I AGREE” BUTTON THAT REFERS TO THIS AGREEMENT OR BY INSTALLING THE IDOMOO SCENE BUILDER AND/OR IDOMOO SCENE VIEWER, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. YOU AGREE THAT ANY OF YOUR AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANY PERSON OR ENTITY ACTING ON YOUR BEHALF SHALL BE BOUND BY, AND SHALL ABIDE BY, THIS AGREEMENT AND TERMS AND CONDITIONS HEREUNDER. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS BELOW, YOU MUST NOT MAKE ANY USE OF THE IDOMOO SCENE BUILDER AND/OR IDOMOO SCENE VIEWER. IDOMOO RESERVES THE RIGHT TO MAKE CHANGES, AT ANY TIME, TO THE IDOMOO SCENE BUILDER AND/OR IDOMOO SCENE VIEWER OR THESE TERMS AND CONDITIONS. YOUR CONTINUED USE OF THE IDOMOO SCENE BUILDER AND/OR IDOMOO SCENE VIEWER SHALL CONSTITUTE YOUR ACCEPTANCE OF ANY NEW OR AMENDED TERMS AND CONDITIONS.

“**Idomoo Scene Builder**” means both (i) the Adobe®ExtendScript script file or Adobe®After Effects® SDK binary file or any other plugin or similar element which may be downloaded from Idomoo’s website or otherwise provided to you by Idomoo to be used with the Adobe®After Effects® program for creation or editing of videos which may be personalized by Idomoo (the “**Scene Builder Purpose**”) and any updates or upgrades that may be provided to you with respect to such Idomoo Scene Builder; and (ii) any associated media and documentation which may include “on-line” or electronic documentation.

“**Idomoo Scene Viewer**” means both (i) a program which may be downloaded from Idomoo’s website or otherwise provided to you by Idomoo to be used for the pre-view and editing of a video master generated by Idomoo Scene Builder in a .IDO binary file format, which may be personalized by Idomoo (the “**Scene Viewer Purpose**”) and together with the Scene Builder Purpose, the “**Purpose**”) and any updates or upgrades that may be provided to you with respect to such Idomoo Scene Viewer; and (ii) any associated media and documentation which may include “on-line” or electronic documentation. The Idomoo Scene Builder and/or Idomoo Scene Viewer may be referred to herein as the “**Idomoo Features**”.

1. **Grant of License.** Subject to the terms of this Agreement, Idomoo grants you a personal, non-exclusive, non-transferable license to use the Idomoo Scene Builder and/or Idomoo Scene Viewer as provided herein, solely for the respective Purpose (the “**License**”). Without derogating from the generality of the aforesaid, it is clarified that you may not make any commercial use of the Idomoo Scene Builder and/or Idomoo Scene Viewer, nor grant any third party any right to use the Idomoo Features, or provide any services based on the internal use by you of the Idomoo Features, all whether or not for any consideration.

2. **Other Rights and Limitations.** You may not, and may not permit or aid others to, translate, reverse engineer, decompile, disassemble, update, modify, reproduce, duplicate, copy, distribute or otherwise disseminate all or any part of the Idomoo Features. Each of the Idomoo Features are licensed as a single product; you may not separate their components for any other purpose. You may not assign, sublicense, transfer, pledge, lease, rent, or share your rights under this Agreement, or otherwise allow third parties any use of the Idomoo Features. You may not use the Idomoo Features or any portion thereof in any way that abuses, defames, stalks, annoys, threatens or violates the rights of privacy, publicity, intellectual property or other legal rights of others (now or hereafter recognized) or to create, develop, render, post, publish, distribute, disseminate or upload any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful matters, including, without limitation, information, topics, names or other materials.

3. **Proprietary Rights; Confidentiality.** You acknowledge and agree that the Idomoo Features are proprietary products of Idomoo, protected under copyright laws and international treaties. You further acknowledge and agree that all right, title, and interest in and to the Idomoo Features, including associated intellectual property rights, are and shall remain with Idomoo. This Agreement does not convey to you an interest in or to the Idomoo Features, but only a limited right of use, revocable in accordance with the terms of this Agreement. No right, license, or interest to any trademark or other intellectual property of Idomoo is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to any trademarks or other intellectual property of Idomoo. You further acknowledge that you may be exposed to certain information concerning Idomoo and Idomoo Scene Builder and/or Idomoo Scene Viewer and that is Idomoo’s confidential and proprietary information (the “**Confidential Information**”). You agree to take appropriate steps to protect such Confidential Information from unauthorized disclosure, that you will not disclose such Confidential Information to any third party, and that you will not use any Confidential Information, other than as authorized by this Agreement, without the prior written consent of Idomoo.

4. **Third Party Software.** Idomoo Scene Builder and/or Scene Viewer licensed hereunder contain, incorporate and/or are based on third party open source components. Use and distribution of each open source component is subject to its own license agreement, and supersede the terms of this Agreement, with respect to use and distribution of the corresponding open source component. A list of the open source components which are included in Idomoo Scene Builder and/or Idomoo Scene Viewer licensed hereunder, and their respective licenses, can be found at: http://marketing.idomoo.com.s3.amazonaws.com/Shir/T&C/Idomoo_Open_Source_Disclosures_10_8_15.pdf (“**Third Party Software List**”). Notwithstanding any of the provisions of this Agreement, the open source components are provided as-is, without liability, warranties or indemnities of any kind, whether express or implied.

5. Term and Termination. This Agreement shall continue until terminated. You may cease use of the Idomoo Features at any time. Idomoo may terminate this Agreement with no prior notice at its full discretion. Upon such termination by Idomoo, you must cease to use the Idomoo Features and delete it from your applicable servers.

6. No Warranty.

USE OF THE IDOMOO FEATURES IS AT YOUR SOLE RISK. THE IDOMOO FEATURES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE IDOMOO SCENE BUILDER AND THE IDOMOO SCENE VIEWER OR THE LICENSE. IDOMOO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (INCLUDING, WITHOUT LIMITATION, FITNESS TO THE ADOBE AFTER EFFECTS PROGRAM) WITH RESPECT TO THE IDOMOO FEATURES.

7. Limitation of Liability.

YOU UNDERSTAND AND AGREE THAT YOU USE THE IDOMOO FEATURES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT ARISE FROM SUCH USE. UNDER NO CIRCUMSTANCES SHALL IDOMOO BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING, INCLUDING BY NEGLIGENCE), INCLUDING WITHOUT LIMITATION, DAMAGES RELATED TO USE, MISUSE, RELIANCE ON, INABILITY TO USE OF THE IDOMOO FEATURES AND THE NONPERFORMANCE THEREOF AND DAMAGES RESULTING FROM LOSS OF USE, SALES, DATA, GOODWILL OR PROFITS, WHETHER OR NOT IDOMOO HAS BEEN ADVISED OF SUCH POSSIBILITY. YOUR ONLY RIGHT WITH RESPECT TO ANY DISSATISFACTION WITH THE IDOMOO FEATURES SHALL BE TO TERMINATE YOUR USE OF THE IDOMOO FEATURES.

8. Qualifications and Limitations Basis of Bargain. The no warranty, exclusive remedies and limited liability provisions set forth herein are fundamental elements of the basis of the agreement between Idomoo and you, and you accept and confirm that Idomoo would not have provided the Idomoo Features on an economic basis without such limitations.

9. Governing Law and Jurisdiction; Litigation Costs. This Agreement shall be construed and governed in accordance with the laws of the State of Israel, regardless of its conflict of laws rules, and the competent courts of Tel-Aviv shall have sole and exclusive jurisdiction over any dispute under this Agreement or otherwise related to the Idomoo Features. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation.

10. Miscellaneous. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. This Agreement represents the entire agreement concerning the Idomoo Features between you and Idomoo, and it supersedes any prior proposal, representation, or understanding between the parties. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. You represent that you are not an agency or division of the United States Government and acknowledge that the license of the Idomoo Features shall not be subject to any statutory or regulatory terms relating to U.S. governmental contracts. Notices in connection with this Agreement shall be made via e-mail to the address provided by you. Idomoo's address for notices is info@idomoo.com. An e-mail shall be deemed to have been received on the date in which it was sent. The provisions of Sections 2, 3, 5, 6, 7, 8, and 9 will survive expiration or termination of this Agreement for any reason.

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