



### MINIMUM END-USER TERMS

THIS MINIMUM END-USER TERMS\_ ("Agreement") dated as of \_\_\_\_\_, 2007 is entered into by and between, EVT Technologies Ltd. an Israeli corporation whose registered place of business is Derech Em Hamoshavot 94 Kiryat Arie, Peach Tikva Israel (hereinafter the ("Company")), and \_\_\_\_\_ an \_\_\_\_\_ corporation whose registered place of business is \_\_\_\_\_ (hereinafter the ("End Users")) shall contain at the minimum the following terms:

IMPORTANT – READ CAREFULLY: This EULA is a legal agreement between End User ("Customer") and Software Provider. Customer's use of the Software ("the Software") including DVR (Digital Video Recording), NVR (Networked Video Recording), broadcasting real time streaming voice and video, management system and embedded and/or related software, and may include associated media, printed materials, and "online" or electronic documentation. By installing, copying, downloading, accessing or otherwise using the Software, Customer agrees to be bound by the terms of this EULA. If Customer does not agree to the terms of this EULA, Software Provider is unwilling to license the Software to Customer.

1. The Software is protected by copyright laws as well as other intellectual property laws and treaties. The Software is licensed, not sold, to Customer. This includes any updates or upgrades to the Software licensed to Customer by Software Provider. Customer has an non-exclusive nontransferable, non-assignable limited right to license the Software. This Software is "in use" when the Software Provider software embedded therein. Customer agrees to use its best efforts to prevent and protect the contents of the Software from unauthorized use or disclosure.
2. The Software is being licensed to Customer under the terms of this Agreement. Customer hereby acknowledges that the Software, is the exclusive property of Software Provider and that title to the above shall at all times remain with Software Provider. Customer further acknowledges that it has no rights in the Software except those expressly granted by this license Agreement.
3. Grant of License. This Agreement grants Customer the following rights: Software Provider grants Customer a non exclusive, nontransferable, non-assignable limited license to license the Software (the "**License**").
4. Customer may not rent, lease, sell or otherwise transfer or distribute the Software or copies of the Software to others without Software Provider's prior written consent. Customer may not create derivative works of the Software. Customer may not modify or translate the Software without the prior consent of Software Provider. Customer may not reverse engineer, reverse compile, disassemble, or otherwise attempt to create the source code from the Software.
5. Customer may not redistribute, bundle, or package the Software or Software installed therein by Software Provider without the prior written consent of Software Provider.
6. Customer may not delete, remove, hide, move or alter any Icon, Image or Text that represents either the COMPANY name of Software Provider or any derivation thereof. All representations to the COMPANY name "Software Provider" or "Software Provider" must remain as originally distributed regardless of the presence or absence of a copyright symbol.
7. This EULA does not grant Customer any rights in connection with any trademarks or service marks of Software Provider or its suppliers. All title and intellectual property rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software, the accompanying printed materials, and any copies of the Software) are owned by Software Provider.



- 8. All rights not expressly granted under this EULA are reserved by Software Provider and its suppliers. Customer agrees that it will not export or re-export the Software to any country, person, or entity subject to Israeli export restrictions.
- 9. Customer hereby undertakes to abide with the following terms: Customer shall comply with Software Provider's requirements and specs. Relating to the Software, installment and operation.
- 10. It is declared that any work provided to Customer by Software Provider shall not create, license or grant Customer with any title or rights in the Software and any such work shall be construed as additional development efforts owned and property of Software Provider which are provided to Customer at need. Customer acknowledges that such work shall not construe "work for hire" on its behalf and consent that any derivative of such ordered paid work is the property of Software Provider.
- 11. The following is without prejudice to any rights Customer may have at law which cannot legally be excluded or restricted.. In no event does Software Provider warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.
- 12. SUBJECT TO THE TERMS AND CONDITIONS OF THE MAIN AGREEMENT, IN NO EVENT WILL SOFTWARE PROVIDER BE LIABLE FOR ANY LOST REVENUE OR DATA OR OTHER DIRECT OR INDIRECT DAMAGES OR OTHER RELIEF ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE THE SOFTWARE, BY WAY OF ILLUSTRATION AND NOT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LEGAL FEES, ARISING OUT OF SUCH USE OR INABILITY TO USE THE PROGRAM, OR SUPPLY OR NON-SUPPLY THE PROGRAM, EVEN IF SOFTWARE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY CLAIM BY ANY OTHER PARTY EXCEPT FOR THE CAUSES SPECIFICALLY SET FORTH IN THE MAIN AGREEMENT
- 13. This EULA shall be governed by and construed in accordance with the laws of the State of Israel, and without giving effect to the principles of conflicts of law. Each of the parties hereto irrevocably consents to the jurisdiction of the courts of Tel Aviv and further agrees to commence any litigation which may arise hereunder in the courts located in Tel Aviv, Israel. If any portion hereof is found to be void or unenforceable, the remaining provisions of this EULA shall remain in full force and effect. This EULA constitutes the entire license between the parties with respect to the use of the Software or the Software.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

EVT Technologies Ltd

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_