

ETERNAL BACKUP AND RESTORE SOFTWARE LICENSE AGREEMENT

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU PROCEED WITH INSTALLING AND USING THE SOFTWARE. BY DOWNLOADING AND INSTALLING THE ETERNAL BACKUP AND RESTORE SOFTWARE, OR OTHERWISE USING THE SOFTWARE, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS USER LICENSE AGREEMENT ("**LICENSE AGREEMENT**") AND AGREE TO BE LEGALLY BOUND BY THEM.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, THEN YOU MAY NOT USE THE SOFTWARE.

YOU HEREBY REPRESENT AND CERTIFY THAT AT THE TIME OF EXECUTING THIS LICENSE AGREEMENT, YOU ARE NOT A USER OF ANY IBM TSM PRODUCT. ESHNAV MAY MAKE ALL COMMERCIALY REASONABLE EFFORTS TO VERIFY THAT YOU ARE NOT AN IBM TSM PRODUCT USER. IF YOU ARE A USER OF AN IBM TSM PRODUCT, THEN YOU MAY NOT USE THE SOFTWARE, AND ESHNAV MAY TERMINATE THIS LICENSE AGREEMENT IMMEDIATELY.

The ETERNAL BACKUP AND RESTORE software, as well as associated documentation (hereinafter collectively the "**Software**"), are provided by Eshnav Computerization and Information Systems Ltd. ("Eshnav"), and are protected by local and international intellectual property laws and treaties and is provided to you strictly in accordance with the terms and conditions of this License Agreement.

This License Agreement represents the entire agreement concerning the Software between you – the customer who signed and whose details are indicated in the order form ("You", "Your" and "Order Form", respectively) and it supersedes any prior proposal, representation or understanding between you and Eshnav.

The Software is licensed, not sold. All rights reserved.

If you do not agree to this License Agreement, do not use, install, download or copy the Software. **Any use of the Software will constitute your agreement to this License Agreement (or ratification of any previous consent).**

1. License. Eshnav hereby grants to you, subject to the payment of license fees, and you hereby accept, a single, limited, non exclusive, non-transferable, revocable license, without right to sub-license, to download a copy of the current version of the Software to a single computer-server owned or controlled by you, and physically located in the designated territory in the Order From, and to access and use the Software in object-code form only, and the accompanying user documentation, only as authorized in this License Agreement for your internal purposes only and in strict accordance with the Software documentation and specifications.

You may not make copies of the Software and associated documentation, except for using the Software for the purposes expressly permitted under the terms herein and for backup purposes only. Any such copies of the Software or documentation shall include copyright and other proprietary notices.

Except as authorized under this paragraph, no copies of the Software or any portions thereof may be made by you or any person under your authority or control.

Nothing in this agreement shall be construed as granting rights to any third parties.

2. Restrictions. You may not: (i) assign, sub-license, transfer, pledge, lease, rent, or share your rights under this License Agreement; (ii) resell, reduce to human readable form, execute publicly, reverse

engineer, decompile, disassemble, modify, alter or translate the Software or any part thereof; (iii) adapt, process, compile, sell, lend or combine the Software with other software; (iv) create derivative works of the Software, or any part thereof, either by yourself or by a third party on your behalf, in any way or by any means whether electronic, mechanical, optical or others, other than expressly permitted in this License Agreement; (v) remove or tamper with any trademark, logo, copyright or other intellectual property notice in or on the Software; or (vi) use the Software for any unlawful purposes.

3. Evaluation License. Eshnav may make the Software available for evaluation use by you, at your premises, for up to 90 days and subject to any terms indicated in the Order Following the termination of the evaluation term, you must either purchase a commercial license under this License Agreement and subject to the terms indicated in the Order Form, or immediately delete all copies of the Software and cease all use of the Software. Notwithstanding any provision in this License Agreement, the Software is made available for evaluation use on an as-is basis, with no warranty or liability.

4. Ownership. All rights and title evidenced by, embodied in, and/or attached/connected/related to the Software, including, but not limited to, copyrights, patents, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, is and will continue to be the sole and exclusive property of Eshnav, or the sole and exclusive property of 3rd Party Software Providers and licensed to Eshnav with an appropriate authorization to license their software to you as part of the Software. Nothing in this License Agreement constitutes a waiver of the intellectual property rights in the Software under any applicable law. The license of the Software to you pursuant to this agreement gives you a limited right to use the Software but does not constitute a sale of the software to you. Use of the Software in violation of the limited license granted hereunder will result in the termination of this license and may expose you to claims for damages. You agree to maintain the Software in confidence and to take all reasonable steps to prevent unauthorized copying, use or disclosure of the Software.

5. Fees. In consideration for the license granted herein, you will pay a non-refundable fee in the amount and payment terms stated in the Order Form and in accordance with the Eshnav price list, as available and amended from time to time at: www.esnavsw.com ("Price List"). All payments under this License Agreement shall be made in U.S. dollars by transfer to such bank account as Eshnav will designate from time to time when such payment is due in accordance with the provisions of this Agreement, and as set in the Order Form. Any payments which fall due on a date which is a legal holiday in the jurisdiction in which the bank account resides may be made on the next following day which is not a legal holiday in such jurisdiction. You assume all costs, taxes and levies associated with your use of the Software. All fees are payable in US Dollars, unless stated otherwise in the Order Form.

6. Support. Eshnav will provide you with reasonable email and telephone support during normal business hours. Any additional support – either on-site, or off-business hours, may be subject to additional fees and requires a prior mutual agreement between you and Eshnav.

7. Updates. From time to time, Eshnav may release updates, upgrades, new releases and new versions of the Software, enhancements and error correction patches (collectively "**Updates**"). Eshnav may provide you with such updates, at Eshnav's sole discretion. Your use of any Update will be governed by the terms and conditions of this License Agreement, unless such Updates are subject to the provisions of another specific license, in which case the terms of such specific license will prevail. Eshnav may require you to give your consent to the License Agreement, prior to downloading an Update. If you decide to refrain from giving your consent, then you will be allowed to continue using the Software without the Update, however with limited support and with no warranty. After installing an Update which replaces a previous version of the Software in full (including a new release, or new version of the Software), you may not use the previous version of the Software.

8. Third Party Software. The Software includes software components owned and licensed by third parties ("3rd Party Software"). You may use the 3rd Party Software as part of the Software only, and in strict compliance with this License Agreement, and with any documentation and additional licenses that may apply to such 3rd Party Software.

9. Audits. Upon ten (10) days prior written request by Eshnav, You shall permit Eshnav or anyone on its behalf to have access during normal business hours, at your premises, to such records as may be reasonably necessary to verify that your use of the Software and any 3rd Party Software embedded therein, is made in strict compliance with the terms of this License Agreement and the Order Form and as necessary to verify the accuracy of the license fees reports hereunder. If Eshnav concludes that additional license fees are owed, pursuant to the Price List, the additional license fees shall be paid within ten (10) days of the date Eshnav delivers to Licensee such report so concluding, together with a 1% monthly accrued interest. Eshnav may immediately terminate this License Agreement, or require you to take immediate corrective measures, if Eshnav concludes that you have failed to comply with the terms of this License Agreement or the Order Form. The costs and expenses of Eshnav relating to the audit shall be paid by Eshnav unless the audit reveals a breach of any term of this License Agreement or the Order Form, or if the license fees payable by you for the audited period are at least five percent (5%) more than the license fees actually paid for such period, in which case you shall pay all fees and expenses incurred by Eshnav.

10. Reports. To the extent required by Eshnav, following the Effective Date and for as long as license fees are owed to Eshnav hereunder, you shall furnish Eshnav a written monthly report indicating all details required by Eshnav, related to your use of the Software and associated license fees. Each report shall be due five (5) days after the end of each calendar month. The receipt or acceptance by Eshnav of any license fee statement or license fees payment shall not prevent Eshnav from subsequently challenging the validity or accuracy of such statement or payment. The above reports shall be regarded as your confidential information. However, Eshnav may disclose your reports to its 3rd Party Software Providers.

11. LIMITED WARRANTY. ESHNAV WARRANTS TO YOU ONLY THAT THE SOFTWARE WILL MATERIALLY CONFORM WITH ITS PUBLISHED SPECIFICATIONS FOR NINETY (90) DAYS FOLLOWING THE DELIVERY DATE OF THE SOFTWARE TO YOU. ADDITIONALLY, ESHNAV WARRANTS THAT IF THE SOFTWARE IS HELD TO, OR ESHNAV BELIEVES IT IS LIKELY TO BE HELD TO INFRINGE A COPYRIGHT, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT, ESHNAV WILL HAVE THE RIGHT AT ESHNAV'S SOLE DISCRETION AND EXPENSE TO: (I) SUBSTITUTE OR MODIFY THE SOFTWARE, OR ANY PART THEREOF SO THAT IT IS NON-INFRINGEMENT; OR (II) OBTAIN A LICENSE TO CONTINUE USING THE SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED FOR USE "AS IS". ESHNAV AND ITS THIRD PARTY SOFTWARE PROVIDERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND ANY PART THEREOF (INCLUDING SOFTWARE DOCUMENTATION), INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. ESHNAV DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SOFTWARE IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

12. LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ESHNAV, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND THIRD PARTY SOFTWARE PROVIDERS SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER, FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EVEN IF SUCH DAMAGES WERE FORESEEN, WHETHER ARISING IN CONTRACT, TORT, DELICT, NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE USE OF, OR THE INABILITY TO USE THE SOFTWARE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SOFTWARE, OR FROM ANY FAULT, OR ERROR MADE BY THE ESHNAV'S STAFF OR ANYONE ACTING ON ITS BEHALF. ESHNAV ALONE WILL BE LIABLE FOR DIRECT DAMAGES ONLY, AS A RESULT OF GROSS NEGLIGENCE OR MALICE BY ESHNAV AND YOUR SOLE REMEDY

WILL NOT EXCEED THE FEES ACTUALLY PAID TO ESHNAV BY YOU IN THE TWELVE MONTHS PRECEDING THE OCCURRENCE OF THE CLAIMED DAMAGE.

13. Indemnification. You agree to indemnify, defend and hold harmless Eshnav, its managers, directors, shareholders, employees, sub-contractors, agents, 3rd Party Software providers and anyone acting on their behalf, at your own expense, from and against any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, resulting from any complaint, claim, or demand, arising from, or in connection with your breach of this License Agreement, or the violation of any laws, rules or regulations applicable to the Software.

14. Confidentiality. You acknowledge that the Software and all elements thereof, and any associated documentation, tutorials, presentations and training material, constitute confidential information and are the proprietary of Eshnav or its 3rd Party Software providers, and you will treat them as confidential material in a manner no less protective than you use to protect your own similar assets, but in no event less than reasonable care. Except for publicly available information about the Software, or any part thereto, you will maintain in strict confidentiality any information regarding the Software's functionality, capabilities, structure, design and all other details related thereto, and will not disclose them, or have them disclosed, directly or indirectly to any third party without Eshnav's prior written consent.

15. Term and Termination. This License Agreement is effective upon your installation, download, access or use of the Software, which ever comes first, and shall continue until terminated, for whatever reason. At all times, you may terminate this License Agreement at any time by uninstalling the Software and deleting it from the hard disk of your computer-server. To initiate the uninstall process you may use the relevant uninstall file of the Software, or your operating system's standard uninstall process. Please note that after uninstalling the Software, some files, including the Software's icon on your desktop, may still appear until you manually remove them. Eshnav may terminate this License Agreement on the onset of breach by you of any term hereof or any term in the Order Form, or if a 3rd Party Software license granted to Eshnav is terminated for whatever reason. Upon such termination by Eshnav, you must immediately cease any use of the Software and remove, or destroy any copy of the Software from the hard disk of your computer-server and any other media on which it may reside. After the date of termination, Eshnav will no longer have any obligation to provide you with any services associated with the Software.

16. Governing Law and Jurisdiction. This license agreement and your use of the Software shall be construed and governed in accordance with the laws of the State of Israel, without giving effect to any choice of law or conflict of law rules or provisions, whether of the state of Israel or any other jurisdiction, which would result in the application of the laws of a jurisdiction other than the state of Israel. You agree to the exclusive jurisdiction of the courts of the Tel Aviv District, Israel, on any claim arising out of, or in connection with this License Agreement, or your use of the Software. The United Nations convention on contracts for the international sale of goods will not govern this License Agreement.

17. Severability. Should any term of the License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

18. No waiver. The failure of Eshnav to enforce any rights granted herein or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Eshnav as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

19. Entire agreement. This license agreement represents the entire agreement concerning the Software between you and Eshnav and it supersedes any prior proposal, representation or understanding between you and Eshnav.

20. Assignment. You may not assign your rights and obligations under this License Agreement to any third party without Eshnav's prior written consent. Any assignment without Eshnav's prior written consent is null and void.

21. Notices. Any notice required by this License Agreement shall be given in writing by registered mail, facsimile transmission or personal delivery to the addresses of the parties, as indicated in the Order Form, and shall be deemed to have been delivered five days after the date on which the notice was posted, or in the case of notice by facsimile, 24 hours after dispatch, or in the case of personal delivery, at the time of delivery.

22. Interpretation. The paragraph headings and captions in this License Agreement are included for convenience only and will take no part in interpreting, or construing this License Agreement.

23. Survival. The provisions of sections 4, 5, 7, 8, 9, 10, 11, 12, 13 and 15 will survive the termination, or expiration of the License Agreement.

Eshnav Computerization and Information Systems Ltd.