

WEARABLE DEVICES EULA

This Wearable Devices End User License Agreement and Privacy Policy ("**Agreement**"), consists of the terms and conditions which govern your ("**you**" or "**user**"), access to and use of Wearable Devices Ltd.'s ("**Wearable Devices**") Product (defined below). This instrument constitutes a binding agreement between you and Wearable Devices. It is important that you read the following terms and conditions. By ordering or using the Product (in whole or in part) in any way or manner, you agree to abide by, and that you are bound, by this Agreement. If you do not agree to this Agreement, you should not order the Product.

1. **Definitions**

1.1. "**Device**" shall mean Wearable Devices' Mudra Inspire device provided to you by Wearable Devices and/or its approved distributors pursuant to this Agreement.

1.2. "**Intellectual Property Rights**" shall mean any and all worldwide, whether registered or not (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) trademarks, trade names, service marks, logos, trade dress, goodwill and domains; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

1.3. "**Product**" the Device and SDK.

1.4. "**SDK**" shall mean Wearable Devices' SDK and all related documentation provided to you and/or made available on Wearable Devices' website for Mudra Inspire.

2. **Title to Devices**. DEVICES ARE SOLD AND TITLE TO THE DEVICES SHALL TRANSFER TO YOU UPON PAYMENT. Risk of loss and damage shall transfer to you upon delivery. You shall clear the Devices from customs.

3. **Ownership**. Notwithstanding any other provision to the contrary, the Products, Feedback and Confidential Information and all improvements, enhancements and derivatives thereof and all Intellectual Property Rights thereto ("**Wearable Devices IPR**") are exclusively owned by Wearable Devices and/or its licensors. This Agreement does not convey to user any right, title or interest in the Wearable Devices IPR, other than the revocable and limited right to use the Product as set forth in Section 5 below.

4. **Confidential Information; Privacy.**

4.1. The Products contain valuable trade secrets of Wearable Devices and any disclosure or unauthorized use thereof will cause irreparable harm and loss to Wearable Devices. User

expressly undertakes to retain in confidence and to require its employees to retain in confidence all information and know-how in respect of the Solutions and/or that are transferred to, or discovered by user ("**Confidential Information**"). User expressly undertakes to (i) limit dissemination of the Confidential Information solely to its employees who have a need to know and who are bound by obligations and restrictions as to confidentiality and Intellectual Property Rights no less restrictive on said employees and no less protective of Wearable Devices IPR and Confidential Information than the terms hereof; (ii) not disclose the Confidential Information to any third party; and (iii) not use the Confidential Information for any purpose other than as explicitly permitted herein.

4.2. Wearable Devices collects certain usage data from the Product and its users. For more information see our privacy policy at: <https://www.getmudra.com/privacy-policy.pdf> ("**Privacy Policy**"). The Privacy Policy is hereby incorporated by reference herein and you hereby accept and agree to its terms.

5. **Grant of Rights**. Subject to the terms and conditions of this Agreement and for so long as user complies in full with all such terms and conditions, Wearable Devices grants user, and user accepts a perpetual, non-exclusive, non-transferable, non-sublicensable license to: (i) use the Product internally, and (ii) develop your applications that work with the SDK's standard API, for the sole purpose of internal testing and evaluating the performance of the Product.

6. **Payment**. In consideration for the delivery of the Product and the license herein, you shall pay Wearable Devices the fees set forth in the purchase order that was approved in writing by Wearable Devices. You shall bear all taxes, levies and charges of any kind and will not withhold or deduct any payments. If you are required by law to withhold any amount, you shall gross-up the payment so that Wearable Devices will receive the full amount it would have received without any withholding or deduction.

7. **User Obligations and Limitations on Use; representations.**

7.1. User shall not (i) copy, reproduce, sell, license (or sub-license), lease, loan, distribute, assign, transfer, or pledge any part or portion of the Product, or otherwise permit any third party to do any of the foregoing; (ii) modify, disassemble, decompile, reverse engineer, revise or create any derivative works of the Product with any third party materials or components or attempt to access or discover the SDK's source code; (iii) ship, transfer, or export the Product or any component thereof or use the Product in any manner, prohibited by law, including without limitation, to sell, distribute or export the Product or download the SDK: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon or Syria, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli government or any agency thereof requires an

export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority. User agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list; (v) contest Wearable Devices' Intellectual Property Rights to the Wearable Devices IPR; (vi) use the software that is installed on or embedded or included on the Device on any server or hardware other than the Device as delivered by Wearable Devices or its distributor; (vii) remove or add any labels, notices or logos to the Product, (viii) perform any act or be responsible to any omission that is illegal; (ix) access any part of the Device not through its standard API or try to open any cover or integral packaging of the Device; (x) use the Product for any purpose other than as permitted by this Agreement; or (xi) cause or permit any third party to do any of the foregoing.

7.2. User is solely responsible for acquiring and maintaining all of the hardware, software and services necessary to use and evaluate the Product.

7.3. User represents that: (i) it is not a direct or indirect competitor of Wearable Devices; (ii) it did not and does not intend to develop any product or technology that is similar to the Product.

8. **Feedback.** User agrees that any feedback or ideas user provides to Wearable Devices or distributors regarding suggested improvements, enhancements or derivatives of the Product ("**Feedback**") will be the exclusive property of Wearable Devices and shall be deemed as Wearable Devices IPR and Confidential Information. User shall not disclose or publish such Feedback or otherwise make any such information publicly available. To the extent all right, title and interest in and to all Intellectual Property Rights in the Feedback are not owned in their entirety by Wearable Devices upon creation, user hereby irrevocably assigns all rights therein to Wearable Devices and waives any and all rights therein including without limitation moral rights and/or rights to receive compensation and/or royalties.

9. **Disclaimer of Warranty.**

9.1. THE PRODUCTS ARE PROVIDED "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WEARABLE DEVICES DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCTS REMAINS WITH USER.

9.2. WEARABLE DEVICES DOES NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ERRORS/BUGS ARE REPRODUCIBLE OR THAT

ERRORS/BUGS ARE REPAIRABLE AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF THEIR CORRECTNESS, USEFULNESS, ACCURACY, RELIABILITY, OR OTHERWISE. USER SHALL BE RESPONSIBLE FOR TAKING ALL PRECAUTIONS USER BELIEVES ARE NECESSARY OR ADVISABLE TO PROTECT USER AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF ANY USE OF OR RELIANCE UPON THE PRODUCTS AND FOR VERIFYING ANY OUTPUT RESULTING FROM USE OF THE PRODUCTS.

10. **Limitation of Liability.** IN NO EVENT SHALL WEARABLE DEVICES OR ITS AFFILIATES, LICENSORS, SUPPLIERS, REPRESENTATIVES OR DISTRIBUTORS OR THEIR SHAREHOLDERS, MANAGERS, DIRECTORS, OFFICERS, AFFILIATES AND EMPLOYEES ("**WEARABLE DEVICES AFFILIATE**") RESPECTIVELY BE LIABLE TO YOU OR ANY THIRD PARTY, UNDER ANY LEGAL THEORY WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF DATA INCLUDING ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOLUTION OR OTHER PECUNIARY LOSS) ARISING OUT OF SERVICES PROVIDED HEREUNDER AND/OR THE USE OF OR INABILITY TO USE THE PRODUCTS OR ANY PART THEREOF EVEN IF WEARABLE DEVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WEARABLE DEVICES SHALL HAVE NO LIABILITY FOR ANY WARRANTY, SERVICES, OR USE OF THE PRODUCTS. IN THE EVENT THAT DESPITE THE AFOREMENTIONED LIMITATION OF LIABILITY ANY COMPETENT AUTHORITY WILL FIND WEARABLE DEVICES OR ANY WEARABLE DEVICES AFFILIATE LIABLE, WEARABLE DEVICES' AND/OR OR WEARABLE DEVICES AFFILIATE'S AGGREGATE LIABILITY SHALL NOT EXCEED A TOTAL AMOUNT OF ONE HUNDRED USD (\$100)

11. **Indemnification.** You agree to defend, indemnify and hold harmless Wearable Devices and anyone on its behalf, including but not limited to, all of its shareholders, managers, directors, officers, affiliates and employees, against any losses, expenses, costs, claims, damages (including reasonable attorney fees, expert fees and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to your use of the Products and/or breach of this Agreement.

12. **Termination.** In the event of breach Wearable Devices may terminate this Agreement immediately upon notice to you. Upon termination: (i) user shall immediately pay Wearable Devices all outstanding fees and payments, (ii) the right granted to you in this Agreement shall expire and you shall cease use of the Products and immediately return to Wearable Devices all Products and Confidential Information and shall erase all copies of the SDK. Notwithstanding the termination or expiration of this Agreement, Sections 1-4, 6-14 shall survive and remain in effect in perpetuity.

13. **Governing Law & Jurisdiction.** This Agreement is governed by the laws of the State of Israel without regard to conflict of laws provisions thereof. The courts of Tel Aviv, Israel shall have

exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement and both parties hereby irrevocably submit to the exclusive jurisdiction of those courts.

14. **General.** (i) The Agreement and its Schedule are the entire agreement between you and Wearable Devices in respect of the subject matter herein and this Agreement shall not be modified except as provided herein; (ii) Wearable Devices may assign this Agreement, in whole or in part, in its sole discretion. You may not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement to any third party without the prior written consent of Wearable Devices. Any unauthorized assignment will be void and of no force or effect; (iii) unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than you and Wearable Devices, its affiliates and successors or assignees any rights, remedies or other benefits under or by reason of the Agreement; (iv) no failure or delay on the part of Wearable Devices or its distributor hereto in exercising any right, power or remedy shall operate as a waiver thereof, any waiver granted by Wearable Devices and/or a distributor hereunder must be explicit and in writing and shall be valid only in the specific instance in which given.

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