EXHIBIT A

SOFTWARE LICENSE AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE SOFTWARE (AS DEFINED BELOW). BY ACCEPTING THE APPLICABLE ORDER FORM (AS DEFINED BELOW), OR BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, OR BY INSTALLING AND/OR USING THE SOFTWARE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF OR YOUR ORGANIZATION, ("**YOU**" OR "**CUSTOMER**") ARE ENTERING INTO A LEGAL AGREEMENT WITH NETSPARK LTD. (THE "**COMPANY**") (EACH, A "**PARTY**" AND COLLECTIVELY, THE "**PARTIES**"), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT (THE "**AGREEMENT**") (THE DATE OF SUCH OCCURRENCE BEING THE "**EFFECTIVE DATE**"). TO THE EXTENT THAT YOU AGREE TO THIS AGREEMENT BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

If Customer has purchased the license fee hereunder from a partner, reseller or distributor authorized by Company ("**Partner**"), to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, including any purchase order ("**Partner Order Form**"), then, as between Customer and Company, this Agreement shall prevail. Any rights granted to Customer in such Partner Order Form which are not contained in this Agreement, apply only in connection with such Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner and not Company.

1.   **License**.

1.1 <u>License Grant</u>. Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to install and use the Company's software solution which enables the identification of Child Sexual Abuse Materisla (CSAM) through use of Company's AI based technology (the "**Software**") during the Term (as defined below), solely for Customer's internal purposes. Unless otherwise indicated, the term "**Software**" also includes any appliance, user manuals and documentation ("**Documentation**") provided to Customer in connection with the operation of the Software. Customer may only use the Software in accordance with the Documentation, subject to the use limitations specified in this Agreement, the Order Form and applicable laws. For purposes hereof, an "**Order Form**" shall mean a written or electronic order form, issued by the Company and agreed to by Customer by clicking and/or signing (as applicable) for the provision of the applicable license granted under this Agreement.

1.2 <u>Users</u>. The Software may be accessed solely by Customer's employees who are authorized by Customer to use the Software ("**Users**"). Customer shall be fully responsible and liable for any breach of this Agreement by a User. Unauthorized access or use of the Software must be immediately reported by Customer to the Company.

2.   **License Fee**.

2.1 <u>License Fees</u>. Customer shall pay Company the license fee and/or other charges or fees specified in the Order Form (the "**Fee**").

2.2 <u>General</u>. Unless expressly stated otherwise in the Order Form: (a) all Fees are stated, and are to be paid, in US Dollars; (b) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; (c) all Fees are payable, and shall be invoiced, in advance, and shall be paid within thirty (30) days of receipt of invoice; and (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law.

2.3 <u>Taxes</u>. All amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company's net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction.

2.4 If Customer purchased the license to the Software via a Partner, such license is subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner.

3.   **License Restrictions**. Except as specifically permitted herein, without the prior written consent of the Company, Customer must not, and shall not allow any User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Software (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (iii) use any "open source" or "copyleft software" in a manner that would require the Company to disclose the source code of the Software to any third party; (iv) disclose the results of any testing or benchmarking of the Software to any third party; (v) disassemble, decompile, reverse engineer or attempt to discover the Software's source code or underlying algorithms; (vi) use the Software in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (vii) remove or alter any trademarks or other proprietary notices related to the Software; (viii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (ix) export, make available or use the Software in any manner prohibited by applicable laws (including without limitation export control laws); and/or (x) transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Software.

4. **Warranties**. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements, commitments and licenses to which it is bound or violate applicable law.

5. **Intellectual Property Rights**.

5.1 <u>Software</u>. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Software and all related intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace any module, tool, functionality, or feature of the Software (but not material functionalities, unless it improves the material functionality) and user interface of the Software in the course of an update and/or an upgrade of the Software. This Agreement does not convey to Customer any interest in or to the Software other than a limited right to install and/or use the Software in accordance with Section 1.1. Nothing herein constitutes a waiver of the Company's intellectual property rights under any law. Company reserves all rights not expressly granted herein to the Software.

5.2 <u>Feedback</u>. If Company receives any feedback (whether orally or in writing) (*e.g.*, questions, comments, suggestions or the like) regarding the Software ("**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and that such shall be considered Company's Confidential Information and Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of any kind of the Feedback or part thereof.

6. **Third Party Components**. The Software may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms. A list of such components can be provided upon request and may be updated from time to time by the Company. If there is a conflict between any open source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third party open source software.

7. **Confidentiality**. Each Party may have access to certain non-public of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section 7, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that it notifies the disclosing Party of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

8. **LIMITED WARRANTIES**. The Company represents and warrants that, under normal authorized use, upon delivery of the Software to Customer and for a period of ninety (90) days thereafter ("**Warranty Period**") the Software shall substantially perform in conformance with its Documentation. As the Customer's sole and exclusive remedy and the Company's sole liability for breach of this warranty during the Warranty Period, the Company shall use commercially reasonable efforts to repair the Software. The warranty set forth shall not apply if the failure of the Software during the Warranty Period results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than the Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Software's Documentation; (iv) Customer's failure to implement software updates provided by the Company specifically to avoid such failure; (v) the combination of the Software with equipment or software not authorized or provided by the Company; and/or (vi) any change in and to Customer's third party services which may limit, effect or disable the Company's ability to provide the Software. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, ANY INFORMATION OR RESULTS THAT CUSTOMER OBTAINS THROUGH THE USE OF THE SOFTWARE (THE "**REPORTS**") AND ANY RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND COMPANY MAKES NO REPRESENTATION REGARDING THE REPORTS. THE COMPANY DOES NOT WARRANT THAT: (i) THE REPORTS AND/OR THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SOFTWARE WILL OPERATE ERROR-FREE. EXCEPT AS SET

FORTH IN SECTION 4 AND THIS SECTION 8, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

9.   **LIMITATION OF LIABILITY**. WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 10 AND EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, WILLFUL MISCONDUCT, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER); (I) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; (II) EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION 11 DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING THE ORDER FORM).

10.   **Indemnification**.

10.1 Company agrees to defend, at its expense, any third party action or suit brought against the Customer alleging that the Software, when used as permitted under this Agreement infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and the Company will pay any damages awarded in a final judgment against the Customer that are attributable to any such claim, provided that (i) the Customer promptly notifies the Company in writing of such claim; and (ii) the Customer grants the Company the sole authority to handle the defense or settlement of any such claim and provides the Company with all reasonable information and assistance, at Company's expense. The Company will not be bound by any settlement that the Customer enters into without the Company's prior written consent.

10.2 If the Software becomes, or in the Company's opinion is likely to become, the subject of an IP Infringement Claim, then the Company may, at its sole discretion: (a) procure for the Customer the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite the Company's reasonable efforts, then the Company may terminate this Agreement and provide a refund for any amount pre-paid by Customer for such returned Software for the remaining unused period of the license.

10.3 Notwithstanding the foregoing, the Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Software made by a party other than the Company or its designee; (ii) the Customer's failure to implement software updates provided by the Company specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied by the Company or not in accordance with the Documentation.

10.4 This Section 10 states Company's entire liability, and Customer's exclusive remedy, for claims or alleged or actual infringement.

11.   **Term and Termination**.

11.1 This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for an initial license period of one (1) year (the "**Initial License Term**"). Following such Initial License Term, the Agreement may be renewed upon both Parties' consent at the then-applicable license fees for successive one (1) year terms (each a "**Renewal Term**" and together with the Initial License Term, the "**Term**").

11.2 Customer's unauthorized use of the Software or otherwise failure to comply with the terms of this Agreement shall result in automatic immediate termination of this Agreement. Upon termination or expiration of this Agreement: (i) the license shall automatically terminate; (ii) Customer shall cease all access and use of the Software, and shall fully uninstall and permanently delete all copies of the Software and certify in a signed writing that it has done so;; (iii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer's or any of its representatives' possession or control; and (iv) any sums paid by Customer until the date of termination are non-refundable.

11.3 The provisions of Sections 5, 7, 8, 9, 10, 11.3 and 12 shall survive the termination or expiration of this Agreement.

12.   **Miscellaneous**.

12.1 This Agreement, including and any Order Form(s) and any exhibits attached or referred hereto, represents the complete agreement concerning the subject matter hereof and may be amended only by a written agreement executed by both Parties. For clarity, it is hereby explicitly agreed by the Parties that any terms and conditions printed, or linked to, within any Customer's purchase order which are in addition to and/or inconsistent with the terms and conditions of this Agreement, shall be of no effect.

12.2 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.

12.3 If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

12.4 Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by Company in connection with a merger, consolidation, sale of all of the equity interests of the Company, or a sale of all or substantially all of the assets of the Company. This Agreement will bind and benefit the Company and its respective successors and assigns.

12.5 This Agreement shall be governed by and construed under the laws of the State of New York, U.S.A, without reference to principles and laws relating to the conflict of laws. The competent courts of New York, NY shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement.

12.6 Each of the Parties hereby unconditionally waives any right to a jury trial with respect to and in any action, proceeding, claim, counterclaim, demand, dispute or other matter whatsoever arising out of this Agreement.

12.7 This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties.

12.8 The Company will not be liable for any delay or failure to provide the Software and or related services resulting from circumstances or causes beyond the reasonable control of the Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of the Company.

12.9 Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (NY time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (NY time) and sender receives acknowledgment of receipt.

12.10 This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

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