

End-User License Agreement ("Agreement")

Last updated: January 25, 2021

Please read this End-User License Agreement ("Agreement") carefully before downloading or using CloudCyte, and its modules. ("Application").

By downloading or using the Application, you agree to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and CyberCyte Ltd. It governs your use of the Application made available to you by CyberCyte Ltd.

If you do not agree to this Agreement's terms, do not click on the "I Agree" button and do not download or use the Application.

The Application is licensed, not sold, to you by CyberCyte Ltd. for use strictly under the terms of this Agreement.

1. License

CyberCyte Ltd. grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly under the terms of this Agreement.

2. Restrictions

You agree not to, and you will not permit others to:

license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Copy or use the Application for any purpose other than as permitted under the above section 'License.'

Modify, do derivative works, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.

You also agree not to remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of CyberCyte Ltd. or its affiliates, partners, suppliers, or the Application's licensors.

3. Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets, and other intellectual property rights, shall remain the sole and exclusive property of CyberCyte Ltd.

4. Your Suggestions

Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by you to CyberCyte Ltd. with respect to the Application shall remain the sole and exclusive property of CyberCyte Ltd.

CyberCyte Ltd. shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

5. Modifications to Application

CyberCyte Ltd. reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

6. Updates to Application

CyberCyte Ltd. may, from time to time, provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades, and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that CyberCyte Ltd. has no obligation to (i) provide any Updates or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application and (ii) subject to the terms and conditions of this Agreement.

7. Privacy Policy

CyberCyte is committed to protecting the privacy of any information collected under the terms of this Agreement. By purchasing and using CyberCyte Products and Software, you acknowledge that you have accepted this Agreement and agree to the privacy policy. By using the Products and/or the Software and adding the unique identifiers (such as username, role, and e-mail address), you have agreed that CyberCyte stores the data, and your users have a full and unconditional consent with an understanding of the scope and the purpose of use. Moreover, you guarantee that you have the capacity and the appropriate means to enforce the privacy policy.

7.1. Personal Data Processed

While using our Products or Services, we may process:

- Information about your identity (such as name, surname, e-mail, phone number)
- Unique identifiers for our Services (such as your username and password).
- Unique identifiers of the users added to the platform, such as the username, roles, and his/her e-mail address;
- Device information such as the device type, operating system, and system language.
- Location-based data.
- Information about your use of our Products and Services (such as module statistics, active licenses used).

7.2. How Is This Data Used?

The data we receive is only processed to provide you the requested security services. We do not collect any data that is not explicitly needed to provide such services.

7.3. Data Sharing

We do not share your data with any third party. Our service providers may disclose any information to provide certain services for our Products and Services to function, including data hosting, technical support, and troubleshooting, etc.

7.4. Data Termination

When you request your account to be deleted, all information stored in your account is deleted from our online systems. It may not be possible to delete the data from the backup copies. The backup copies are automatically deleted based on the retention period for the taken backups.

8. Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications, and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that CyberCyte Ltd. shall not be responsible for any Third-Party Services, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, etc. other aspects thereof. CyberCyte Ltd. does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links to it are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

8.1. Data Security

We implemented organizational and technical measures appropriate for cyber threats by using methods like application firewalls, data encryption, and monitoring. We protect the information through a unique username and password, encrypt all communication.

9. Term and Termination

This Agreement shall remain in effect until terminated by you or CyberCyte Ltd.

CyberCyte Ltd. may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from CyberCyte Ltd., if you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies from your mobile device or your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all data related to the Application.

Termination of this Agreement will not limit any of CyberCyte Ltd.'s rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

10. Indemnification

You agree to indemnify and hold CyberCyte Ltd. and its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

11. No Warranties

The Application is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without any warranty. To the maximum extent permitted under applicable law, CyberCyte Ltd.,

on its behalf and behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, concerning the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the preceding, CyberCyte Ltd. provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the preceding, neither CyberCyte Ltd. nor any CyberCyte Ltd.'s provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of CyberCyte Ltd. are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the constraints of a consumer's applicable statutory rights, so some or all of the above exclusions and limitations may not apply to you.

12. Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of CyberCyte Ltd. and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the preceding shall be limited to the amount paid by you for the Application.

To the maximum extent permitted by applicable law, in no event shall CyberCyte Ltd. or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if CyberCyte Ltd. or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not exclude or limit incidental or consequential damages, so the above limitation or exclusion may not apply to you.

13. Severability

Suppose any provision of this Agreement is held to be unenforceable or invalid. In that case, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law. The remaining provisions will continue in full force and effect.

14. Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall be the waiver of a breach constitute waiver of any subsequent breach.

15. For U.S. Government End Users

The Application and related documentation are "Commercial Items," as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as appropriate, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users according to the terms and conditions herein.

16. Export Compliance for U.S. & U.K.

You may not export or re-export the Application except as authorized by United Kingdom law and the jurisdiction laws in which the Application was obtained.

In particular, but without limitation, the Application may not be exported or re-exported (a) into or to a nation or a resident of any U.S. and U.K. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By installing or using any Application component, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

17. Amendments to this Agreement

CyberCyte Ltd. reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice before any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

18. Governing Law

The laws of England, the United Kingdom excluding its conflicts of law rules, shall govern this Agreement and your Application's use. Your use of the Application may also be subject to other local, state, national, or international laws.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Good.

19. Contact Information

If you have any questions about this Agreement, please contact us at info@cybercyte.com.

20. Entire Agreement

The Agreement constitutes the entire Agreement between you and CyberCyte Ltd. regarding your use of the Application. It supersedes all prior and contemporaneous written or oral agreements between you and CyberCyte Ltd.

You may be subject to additional terms and conditions that apply when you use or purchase other CyberCyte Ltd.'s services, which CyberCyte Ltd. will provide to you at the time of such use or purchase.

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