END USER LICENSE AGREEMENT

This is a legally binding license agreement (the "**License Agreement**"). Please read it carefully. By clicking "I Agree" or installing or using Dynamic Yield's extension for the SAP Hybris e-commerce platform, and any updates to such Extension (collectively, the "**Plugin**") provided by Dynamic Yield Ltd. ("**Dynamic Yield**"), you agree to these terms.

1. **General Terms**

    1.1. Plugin License. Subject to you having entered separately into a binding agreement with Dynamic Yield for the use of its platform (the "**Platform**"), and subject to the terms herein, Dynamic Yield hereby grants you a limited, personal, non-exclusive, non-transferable, non sub-licensable right to install and use the Plugin solely for use in conjunction with the Platform and only for use under the terms hereof. You shall be solely responsible to ensure that the Plugin is properly installed and used.

    1.2. Prohibited Uses. Other than the rights explicitly granted in this Agreement, you shall have no other rights, express or implied, in the Plugin. Without limiting the generality of the foregoing, you agree and undertake not to, and not to allow any third party to: (i) sell, lease, sublicense or distribute the Plugin, or any part thereof, or otherwise transfer the Plugin; (ii) reverse engineer, decompile, disassemble, or otherwise reduce to human-perceivable form the Plugin's source code and or any third party software provided by Dynamic Yield; (iii) modify, revise, enhance, or alter the Plugin; (iv) copy or allow copies of the Plugin to be made, unless expressly permitted herein; (v) represent that you possess any proprietary interest in the Plugin; or (vi) use the Plugin in any illegal manner or for unlawful purposes.

    1.3. Title & Ownership. The Plugin is the property of Dynamic Yield and any disclosure or unauthorized use thereof will cause irreparable harm and loss to Dynamic Yield. All right, title and interest in and to the Plugin, any derivatives thereof and modifications thereto, including associated intellectual property rights, evidenced by or embodied in or attached/connected/related to the Plugin, are and will remain with Dynamic Yield. This License Agreement does not convey to you any interest in or to the Plugin, but only a limited right of use in accordance with the terms herein. Nothing in this License Agreement constitutes a waiver of Dynamic Yield's intellectual property rights under any law.

    1.4. Privacy. Dynamic Yield may collect information about your use of the Plugin, and use such information in accordance with its privacy policy located at https://www.dynamicyield.com/privacy-policy/.

2. **Warranty Disclaimer**.

    2.1. THE PLUGIN IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DYNAMIC YIELD DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY DISSATISFACTION WITH THE PLUGIN IS TO IMMEDIATELY UNINSTALL THE PLUGIN AND CEASE USE OF THE PLUGIN. DYNAMIC YIELD DOES NOT REPRESENT OR WARRANT THAT THE PLUGIN WILL OPERATE CONTINUOUSLY, UNINTERRUPTED, OR BE ERROR-FREE.

    2.2. DYNAMIC YIELD SHALL IN NO WAY BE LIABLE TO YOU IN THE EVENT OF SYSTEMS OR COMMUNICATIONS ERRORS, BUGS OR VIRUSES RELATING TO THE PLUGIN OR RESULTING IN LOSS OF DATA BY YOU OR ANY OTHER DAMAGE TO YOUR DEVICE OR YOUR ABILITY TO USE IT, AND DYNAMIC YIELD RESERVES THE RIGHT TO TAKE ANY OTHER ACTION TO CORRECT SUCH ERRORS (IF ANY) SAVE THAT DYNAMIC YIELD IS NOT REQUIRED TO PROVIDE ANY BACK UP NETWORK OR SYSTEMS OR SIMILAR SERVICES.

3. **Limitation of Liability**. IN NO EVENT SHALL DYNAMIC YIELD'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED AN AMOUNT OF $100. IN NO EVENT WILL DYNAMIC YIELD BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT DYNAMIC YIELD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Term and Termination**. Dynamic Yield may terminate this License Agreement at any time without cause without any requirement of notice. Upon any such termination or expiration, you shall no longer be permitted to use the Plugin, and shall delete all copies of the Plugin in its (including your) possession.

5. **General.** This Agreement constitutes the entire agreement between the parties and may not be modified except by a written agreement signed by Dynamic Yield. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement shall continue in full force and effect. You shall not assign this Agreement without Dynamic Yield's prior written Approval, and any such purported assignment shall be null void. No waiver of any breach shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel and only the competent courts of Tel Aviv shall have jurisdiction over any dispute arising from this Agreement. Sections 1.3, 2, 3, and 5 shall survive the termination of this Agreement.