

END USER LICENSE AGREEMENT (January 2022)

For Non-Israeli Customers

("EULA")

This agreement between the Licensee and Priority sets out the terms and conditions under which Priority agrees to provide the Licensee a License to use the Software, and it regulates the Software's terms of use.

1. DEFINITIONS

In addition to the definitions appearing elsewhere in the EULA, the following capitalized terms shall have the following meanings:

- 1.1. "**Affiliate**" means any legal entity (a) in which the Licensee or Priority (as the case may be) owns more than 50% of the issued share capital or (b) that owns more than 50% of the issued share capital of the Licensee or Priority (as the case may be) – all whether directly or indirectly;
- 1.2. "**Authorized User**" means anyone who is authorized by the Licensee to use the Software and for whom the Licensee holds a valid license (including the employees, suppliers and consultants of the Licensee's and/or of the Licensee's Affiliates and/or any other party on behalf of the Licensee and/or on behalf of the Licensee's Affiliates)
- 1.3. "**Content**" means all data and information uploaded by an Authorized User using the Software.
- 1.4. "**Documentation**" means Priority's documentation applicable to the Software, including Priority's user guides, technical manuals and training materials;
- 1.5. "**Intellectual Property Rights**" means all right, title, and interest in and to the Software, including any and all intellectual, moral and/or industrial property and rights now or hereafter recognized under any applicable law or in equity anywhere in the world, whether registrable or unregistrable, issued or pending, registered or unregistered, including (i) all forms of patents and utility models; (ii) inventions, discoveries, (whether patentable or not); (iii) rights associated with works of authorship, including copyrights and mask works; (iv) trademarks and service marks, trade names, domain name registrations; (v) designs (whether registrable or not), design rights; (vi) database rights; (vii) trade secrets and know how; (viii) all rights to or in connection with confidential or proprietary information; and with respect to the intellectual property included in paragraphs (i) to and including (viii) above - any rights analogous to those mentioned herein; all derivative works and/or any improvements or modifications thereof; and any current or future applications, renewals, extensions, restorations, provisionals, continuations, continuations-in-part, divisions, reexaminations and reissues thereof; the right to apply to any of the above; any license rights with respect to the above received from third-parties; and all of the tangible embodiments thereof;;
- 1.6. "**Licensee**" means the individual or legal entity to whom the License is granted, as set forth in the Transaction Documents;
- 1.7. "**Priority**" means Priority Software Ltd and any of its Affiliates;
- 1.8. "**Software**" means Priority Software ERP software, including additional related or supplementary software modules as set forth in the Transaction Documents, and the Documentation; all including any updates, upgrades and/or other modifications thereto;
- 1.9. "**Transaction Documents**" means the applicable order form(s), contract(s) and/or any other documents approved by Priority, detailing, *inter alia*, the details of the license(s) granted to the Licensee, including their respective Licensing Model(s), Licensing Base(s) and Licensing Type(s) and any other limitations (*e.g.* the number of periodic transactions processes, access to limited-functionality of the Software etc.).

2. LICENSE

- 2.1. License. The license granted to the Licensee by Priority under the Transaction Documents is a license by virtue of which the Licensee is provided with a personal, limited, non-exclusive, non-transferable and non-sublicensable, right to use the Software, solely for the internal business operations of the Licensee and/or its Affiliates; all subject to the compliance of the Licensee and

the Authorized Users with all the terms and conditions of this EULA and to payment by the Licensee of all applicable fees ("**License**").

- 2.2. Open Source. The Software contains, as an integral part thereof, certain open source code components. The list of the open source components and their applicable open source licenses, as they are from time to time, can be found at the following links: <https://bit.ly/34gVMwq> and <https://bit.ly/37ul4sJ>.
- 2.3. Authorized Use. Authorized Users may use the Software subject to their compliance with all of the terms and conditions of this EULA. It is clarified, without derogating from the above, that the Licensee remains fully liable for any incompliance with this EULA as a result of the use of the Software by Authorized Users.
- 2.4. Licensing Model(s), Base(s) and Type(s).

Any License granted is defined based on a Licensing Model (as detailed in Section 2.4.1 below), a Licensing Base (as detailed in Section 2.4.2 below) and a Licensing Type (as detailed in Section 2.4.3 below), all as defined in the Transaction Documents.

2.4.1. Licensing Model.

- (i) On-Premises Model: a License in which the Software is hosted by the Licensee (either at the Licensee's facility or at the facility of a third party that provides hosting services for the Licensee).
- (ii) SaaS Model (Software as a Service Model): a License in which the Software is located on a cloud service operated by Priority.

2.4.2. Licensing Base.

- (i) Perpetual Base: a License, which allows use of the Software perpetually.
- (ii) Subscription Base: a License, which allows use of the Software for a limited renewable term(s) with the License expiring at the end of such term if not renewed. You will be prohibited from using the Software.

2.4.3. Licensing Type.

- (i) Licenses by type of Authorized User:
 - (1) Named User: a License that allows use of the Software only by a single identified Authorized User, as designated by the Licensee through the Software's tools ("**Named User**"). The quantity of Named Users using the Software may not exceed the quantity of Named User Licenses granted to the Licensee.
 - (2) Concurrent User: A License, which allows use of the Software by a single Authorized User, regardless of the identity of such user ("**Concurrent User**"). Multiple Concurrent Users may share use of the Software, provided that the quantity of Concurrent Users using the Software simultaneously at any given time does not exceed the quantity of Concurrent User Licenses granted to the Licensee.
 - (3) Work Station: A License, which allows use of the Software by multiple Authorized Users through a single physical workstation located in a specific location ("**Work Station**"). The quantity of Work Stations using the Software may not exceed the quantity of Work Stations Licenses granted to the Licensee.
- (ii) License by type of specific software components (for the avoidance of doubt in addition to the necessity to obtain the Licenses by type of Authorized User):

Application Programming Interface (API): A License, which allows use of the Software through non-standard applications (namely applications which do not form an integral part of the Software) using either Priority's Application Programming Interface or other external integration components or functionalities offered by Priority ("**API**").

If the Licensee receives from Priority a key code, allowing access to the respective API ("**API Key**"), the Licensee may not transfer or assign the API Key to anyone or allow others access to the API Key without Priority's prior explicit consent. The API Key must be kept safe and confidential at all time.

For example and illustration, if the Licensee wishes to allow ten (10) Authorized Users to use the Software on a Named User basis and to allow all such Authorized Users (or any of them) to connect to the Software through non-standard applications (such as mobile interface), it must hold eleven (11) Licenses - ten (10) Licenses on a Named User basis (one for each of the Authorized Users) and one (1) additional License on an API basis.

3. LIMITATIONS

- 3.1. The Licensee is not permitted, nor may it permit any Licensee's Affiliate, any Authorized User and/or any other third party, in relation to the Software (and for the avoidance of doubt, including any part thereof or any element therein), to:
 - 3.1.1. Make any copies of the Software – unless, and to the extent, any of the following conditions are met: (a) making such copies is allowed under any applicable law; (b) such copies are made for (1) backup; (2) a development server; (3) a testing server; and/or (4) a disaster recovery (DR) server, and all subject to the making of no more than one for each of the purposes (1) through (4) above, and to the Licensee's destroying any such copy when the need for its creation ends; (c) the Licensee is explicitly authorized in writing by Priority to make additional copies of the Software;
 - 3.1.2. Except as and only to the extent any of the following restrictions are specifically prohibited by applicable law - modify, adapt, translate, decrypt, decompile, disassemble or reverse engineer the Software, or in any other manner decode the Software or create derivative works based on the Software;
 - 3.1.3. Sell, loan, rent, lend, let, sub-license, resell, distribute, or otherwise transfer the Software to any third party or use the Software in any manner not expressly allowed under this EULA;
 - 3.1.4. Remove or alter any patent numbers, trade names, copyright notices, trademark notices, serial numbers, labels, tags or other identifying marks, symbols or legends included in and/or otherwise embedded in the Software;
 - 3.1.5. Use the Software in any manner inconsistent with any applicable law;
 - 3.1.6. Use the Software to conduct any illegal activity, solicit any illegal activity, or to engage in any other activity that infringes upon the rights of Priority and/or any third party.
- 3.2. The Authorized Users' user names and passwords used to access the Software shall be unique, may not be used by anyone except for the specific Authorized User to whom they were assigned, may not be shared with others and must be kept secured and confidential at all time.

4. ALLOWED DERIVATIVES AND DEVELOPMENTS

- 4.1. Priority may, at its discretion, allow the Licensee access to certain source code comprising part of the Software ("**Priority Open Code**"). Notwithstanding the provision of Section 3.1.2 above and without derogating from the applicability of other sub-sections of Section 3 above, Priority hereby allows and enables the Licensee to create, install and/or use software components created by the Licensee, those operating on its behalf or those from whom the Licensee have purchased such software components, where they are complementary, interfacing with and based on the Priority Open Code by way of modification, adaptation or the creation of a derivative work ("**Allowed Derivative**") – all in accordance with and subject to the following terms and conditions:
 - 4.1.1. No Allowed Derivative shall be installed or used where such installation or use are inconsistent with any applicable law.
 - 4.1.2. No Allowed Derivative shall be installed or used where (a) such installation or use involve the circumvention or cancellation of Priority's licensing mechanisms, (b) in a manner that affects Priority's licensing mechanisms, or (c) in a manner that enables or in a manner intended to enable the Licensee or others to circumvent Priority's licensing mechanisms,

exceed the terms or scope of the License or to use the Software without a suitable license from Priority.

- 4.1.3. Priority will not be responsible and shall have no liability where the installation or use of an Allowed Derivative causes a malfunction, interference or other impediment to the proper use of the Software and/or any damage to any Content - in such case the Licensee will be responsible for using the Software and the Licensee will bear any resulting cost or damage.
- 4.1.4. The installation and use of an Allowed Derivative will only be for the internal needs of the Licensee and/or of its Affiliates. The Licensee may not trade in an Allowed Derivative and may not allow any third party (except for an Affiliate of the Licensee or an Authorized User) to use an Allowed Derivative.
- 4.2. Priority reserves the right to narrow or expand, from time to time, the scope of the Priority Open Code or altogether prevent its use, but it is hereby clarified that the Licensee's right to continue using an Allowed Derivative will not be affected where the Licensee have installed and commenced using such Allowed Derivative prior to the change in scope of the Priority Open Code by Priority as set forth in this Section 4.2.

5. **CONTENT**

- 5.1. The Licensee shall be solely responsible for all Content, including with respect to the accuracy, quality and legality of the Content. Priority does not claim ownership over the Content and shall not be responsible to the Content in any manner.
- 5.2. Notwithstanding anything to the contrary express or implied, if at any time Priority becomes aware that any Content (or any part thereof) may (a) be obscene, defamatory, false or , violate any applicable law or (b) expose Priority to any civil, regulatory or criminal liability, Priority shall be entitled to (1) notify the Licensee accordingly, and the Licensee shall immediately remove such Content; and/or (2) with respect to the SaaS Licensing Model - remove such Content and notify the Licensee of its removal.
- 5.3. With respect to the SaaS Model: Upon termination or expiration of the License, the Licensee and the Authorized Users will lose all access to the Content, provided however that (a) for a period of thirty (30) days from the effective date of termination of the License, Priority will provide the Licensee, upon its written request, with an opportunity to download its Content (at the Licensee's cost and expense); (b) Priority reserves the right to permanently delete the Content (or any portion thereof) at any time following said thirty (30) day period.
- 5.4. With respect to the SaaS Model: the Licensee hereby grants Priority a limited license to use the Content for improving its service and product and for extracting statistical and aggregative data as well as business insights relevant to the field or industry in which the Licensee operates. Priority may publish and disclose to third parties (and with the Licensee) such business insights, for a fee or free of charge (at Priority's discretion) – provided that such business insights and their publication will not contain the Content itself and/or any identifying information with respect to the Licensee, its managers, employees, customers, suppliers, contractors, related parties and others on its behalf.

6. **NO WARRANTIES**

- 6.1. The Software is provided and licensed by Priority on an "as-is" basis. Priority expressly disclaims all warranties and conditions of any kind or nature, whether written or oral, express or implied, including (a) with respect to the merchantability, satisfactory quality, conformity with description, fitness for a particular purpose or use, title, performance, security, or non-infringement of third party rights; and (b) with respect to liability for compliance with applicable law applicable to the Licensee, which shall be the Licensee's sole responsibility.
- 6.2. Without derogating from the generality of Section 6.1 above, Priority does not represent or warrant that (a) the operation of the Software will be accurate, uninterrupted, faultless and/or error-free; (b) the Software will operate on equipment and/or system other than those explicitly specified by Priority; (c) the Software and/or any equipment and/or system on which the Software is used will

be free of vulnerability to intrusion and/or attack; and/or (d) disruptions and/or impairments in the use of Content and/or other data will not occur.

7. LIMITATION OF LIABILITY

- 7.1. To the maximum extent permitted by applicable law, in no event shall Priority, and/or its directors, officers, employees, agents and licensors, be liable for (a) any special, indirect, incidental, consequential, exemplary and/or punitive damages, (b) any loss of and/or damage to Content and/or other data, loss of business, loss of revenues, loss of profits, loss of goodwill or loss of ability to use, (c) any damages resulting from use of the Software not in compliance with this EULA and/or with the scope of the License and/or (d) any third party claims against the Licensee (except for indemnification for infringement of the intellectual property rights of a third party pursuant and subject to the provisions of section 7.3 below); that arise from this EULA and/or the License and/or the Software or that are related to them in any way.
- 7.2. Subject to the provisions of section 7.1 and 7.6, Priority's maximum cumulative liability (for all cumulative incidents and not for each incident separately) in connection with this EULA and the License will be limited to the total amount of (a) fifteen percent (15%) of the amount of the License fees paid by the Licensee for its Perpetual Base Licenses; (b) the amount of the License fees paid by the Licensee during the twelve (12) months period preceding the date of the incident for which liability arises for its Subscription Base Licenses.
- 7.3. Subject to the provisions of Sections 7.1 and 7.2 above, if a competent court of law rules in a final and unappealable judgment that use of the Software constitutes an infringement on any intellectual property rights of a third party ("**Infringement of a Third Party Right**") and as a result thereof, the Licensee is ordered in said judgment to pay compensation to the third party, then Priority will indemnify the Licensee for the amount of compensation paid by it to the third party pursuant to the said judgment, provided that all of the following cumulative conditions are met: (a) the Licensee notifies Priority, in writing, immediately upon its first learning of a lawsuit, demand and/or claim from a third party in connection with the Infringement of a Third Party Rights ("**Third Party Demand**") and provides Priority with a copy of the Third Party Demand immediately upon receiving it; (b) the Licensee cedes to Priority (should the latter so choose) with the complete management of the defense against the Third Party Demand, including conducting settlement negotiations - at Priority's sole discretion, provided that Priority does not settle for an amount greater than the limitation on liability to indemnify in Section 7.2 above without the consent of the Licensee; (c) the Licensee will assist Priority as necessary to manage the defense against the Third Party Demand (should Priority choose to manage it), including providing any document and/or information in the Licensee's possession and that may be required to manage the defense against the Third Party Demand; and (d) the Licensee will make no admission and will not compromise with the said third party without Priority's prior written consent.
- 7.4. Notwithstanding any provision in this Agreement, Priority is in no way liable in connection with the Third Party Demand, and no duty of indemnification and/or compensation applies to Priority in the event of the Infringement of a Third Party Right or any harm that is caused to it due to (a) any modification made to the Software by any party other than Priority, (b) the combination of the Software with non-Priority products and/or components, and the source of the Infringement of a Third Party Right is in those aforesaid products and/or components and/or combination; (c) the Licensee's not installing, pursuant to Priority's instructions, an update and/or fix for the Software that is provided to the Licensee by Priority and whose installation would have resolved the infringement; and/or (d) use of the Software not in accordance with this EULA and/or the License.
- 7.5. If any of the components of the Software and/or their use constitutes an Infringement of a Third Party Right or should Priority determine that there is suspicion of such an infringement, then Priority may: (a) obtain a license for the Licensee that will enable it to continue using the Software; and/or (b) modify or replace the Software components regarding which the concern arose with other components that are essentially functionally equivalent.
- 7.6. Notwithstanding any other provision of this EULA, nothing shall limit or exclude either party's liability under this EULA for: (i) personal injury or death caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability to the extent it cannot be limited or excluded

under applicable law.

8. **OWNERSHIP**

- 8.1. All the Intellectual Property Rights in the Software or connected to the Software are and shall remain the sole and exclusive property of Priority.
- 8.2. All rights not expressly granted to the Licensee in this EULA are retained by Priority.
- 8.3. The Licensee shall promptly notify Priority in writing of any infringement or other violation of Priority's Intellectual Property Rights to which the Licensee become aware. The Licensee shall reasonably cooperate with Priority, at Priority's expense, in the defense and protection of such Intellectual Property Rights.
- 8.4. In case of SaaS Licensing Model, the Licensee hereby grants Priority a worldwide, royalty-free, transferable, sub-licensable license to use, modify, reproduce and distribute the Content as reasonably required to provide the SaaS services.

9. **AUDIT**

- 9.1. In order to ensure compliance with the terms and conditions of this EULA, the Licensee and that any use of the Software is made by Authorized Users only, Priority may conduct, by itself or by anyone on its behalf (while maintaining confidentiality as specified in Section 9.2 below), an audit of the Licensee's systems and documentation ("**Audit**"). An audit will be performed at the Licensee's place of business and/or by remote access, during the Licensee's regular business hours, in the presence of a representative on its behalf (should the Licensee so choose), and at a time to be scheduled with it, provided that it is no later than fourteen (14) business days after the date of the notice of the intention to carry out the Audit. Priority may conduct one Audit every twelve (12) months. The Licensee shall cooperate reasonably in scheduling and conducting the Audit.
- 9.2. Should an Audit reveal incompliance with the terms of this EULA and/or from the terms of the License and/or use of the Software by parties other than Authorized Users, then: (a) the Licensee and all Authorized Users on its behalf will immediately cease any unauthorized use of the Software; (b) the Licensee will pay Priority the underpaid License fees that should have been paid and any other fees that would have applied to it had the use been in order and pursuant to a valid license, applying from the beginning of the improper use; (c) the Licensee will reimburse Priority for reasonable costs of the Audit; and (d) notwithstanding Section 9.1 above regarding the frequency of the Audit, Priority will be entitled to conduct an Audit once every six (6) months.

10. **CONFIDENTIALITY**

- 10.1. A party to this EULA that received any information under this EULA ("**Receiving Party**") agrees to hold in confidence any information, in whatever form disclosed, provided by or on behalf of either party ("**Disclosing Party**") to it or to which the it otherwise gains access, in the course of or incidental to the performance of this EULA ("**Confidential Information**"), subject to the exceptions of Article 10.4 below.
- 10.2. The Receiving Party agrees to refrain from using, copying, distributing, disseminating or otherwise disclosing such Confidential Information to anyone. Notwithstanding the above, the Receiving Party shall be authorized to disclose the Confidential Information to its employees and representatives ("**Related Parties**"), if and to the extent that that such Related Parties have a legitimate business need to have access to and knowledge of the Confidential Information and provided that: (i) the Receiving Party shall remain liable for any breach by its Related Parties thereof; and (ii) the Confidential Information is limited to such extent necessary.
- 10.3. All Confidential Information shall be and remain the property of the Disclosing Party. Disclosure of the Disclosing Party's Confidential Information to the Receiving Party shall not be construed as granting the Receiving Party any right, title, or license, whether express or implied, with respect to the Confidential Information or to its related Intellectual Property or products (including improvements, modifications and/or derivatives related to the Confidential Information), other than the right to use the Confidential Information in accordance with the provisions of this EULA.

- 10.4. The confidentiality obligations of the Receiving Party regarding the Disclosing Party's Confidential Information shall not apply to Confidential Information which: (a) is generally available to the public in reasonably integrated form without fault on the part of the Receiving Party; (b) is lawfully obtained from a source other than the Disclosing Party, which source is free of any obligation to keep the same confidential; (c) is previously known to the Receiving Party without an obligation to be kept confidential, as can be substantiated by written and dated records; (d) was independently developed by the Receiving Party, without use of the Disclosing Party's Confidential Information, as can be substantiated by written and dated records; (e) is expressly released in writing from such obligations by the Disclosing Party (including in this EULA); or (f) is required to be disclosed pursuant to applicable law or request by a governmental or other entity authorized by law to make such request, including any stock exchange or securities agency or authority; provided, however, that the Receiving Party so required to disclose shall first notify the Disclosing Party (to the extent not prohibited from doing so) in order to enable it to seek relief from such requirement, and disclose only that portion of the Confidential Information which is required to be disclosed as stated in this subsection (f) above.
- 10.5. All copies of Confidential Information, regardless of form, shall, at the discretion of the Disclosing Party, either be destroyed or returned to the Disclosing Party, promptly upon the earlier of: (i) Disclosing Party's written request, or (ii) expiration or termination of all the agreements between the parties. The Receiving Party shall confirm such destruction or return in writing to the Disclosing Party. The provisions of this Section 10.5 shall not apply to any Confidential Information with respect to which the Receiving Party may be subject to a legal obligation to maintain copies of for a certain period of time (at the end of which the Receiving Party shall promptly destroy or delete any such copies).

11. **TERM AND TERMINATION**

- 11.1. The License's term commences on the date specified for this matter in the Transaction Documents (and if such a date is not specified in the Transaction Documents - the date on which the Licensee was permitted, by Priority, to use the Software under the License) and shall continue to be in full force and effect until termination or expiration of the applicable License.
- 11.2. This EULA applies to all the Licensee's Licenses. The term of this EULA commences on the date of approval of this EULA by the Licensee, and shall continue to be in full force and effect until the earlier of (i) termination or expiration of the License or (ii) the replacement of this EULA with a new end user license agreement (in accordance with the provisions of this EULA). It is clarified that should the Licensee be subject to an earlier version of an end user license agreement in which Priority is permitted to make modifications to its terms, then the Licensee's approval will not be required, and this EULA applies commencing on the date of Priority's giving notice of the effective date of this EULA.
- 11.3. Priority is entitled to immediately terminate the License and/or suspend the right to use the Software and/or block the ability to use the Software (at its sole discretion), in any of the following: (a) noncompliance by the Licensee and/or by an Authorized User from with the terms of this EULA that is not remedied within a period of seven (7) business days from the date on which Priority gives notice to the licensee of such noncompliance (but no such notice is necessary in the event of an noncompliance that cannot be remedied); (b) a failure of the Licensee to make any of the payments that apply in relation to the License on time, for any reason whatsoever, that is not remedied within thirty (30) days from the date on which the Licensee is given notice of said failure; and/or (c) the Licensee becomes insolvent, ceases to do business as a going concern, makes an assignment, composition or arrangement for the benefit of its creditors, or admits in writing its inability to pay debts, or proceedings are instituted by or against it under applicable insolvency laws, or for receivership, administration, winding-up or dissolution or an analogous event to any of the foregoing occurs under any applicable law, provided such proceedings are not dismissed within sixty (60) days from the initiation thereof.
- 11.4. Upon expiration or termination for any reason of the License, the Licensee must cease all use of the Software, destroy all copies of the Software in its possession or control, and certify to Priority in writing that it has satisfied such obligation.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1. This EULA and any dispute or claim arising out of or in connection with this EULA and/or the License and/or that is related thereto, including with respect to the interpretation, performance, breach or termination of this EULA and including any non-contractual disputes or claims ("**Dispute**") shall be governed, controlled, and interpreted exclusively by and under the laws of England and Wales, without regard to the conflicts of law provisions thereof.
- 12.2. The parties hereby expressly and irrevocably submit to the exclusive jurisdiction of the competent courts in London, England, in connection with any Dispute. Each party expressly and irrevocably waives any right that it may have to object to an action being brought in those English courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

13. MISCELLANEOUS

- 13.1. It is hereby clarified that the provisions of this EULA only refer and apply to the Licensee's use of the Software. To the extent that the Licensee received through Priority licenses to use the software or other products or services of third parties ("**Third-Party Products**"), then: (a) the provisions of this EULA shall not apply to any license granted to the Licensee in connection with Third-Party Products and these shall be subject to the terms of use and agreements with the rights holder in such Third-Party Products; (b) Priority provides no representations, does not provide any services, does not assume any responsibility or liability with respect to such Third-Party Products and the Licensee's use thereof (unless explicitly agreed otherwise between the Parties in writing).
- 13.2. (a) The headings of the Sections in this EULA are for reference only and shall not be considered in the interpretation of this EULA the word "including" is not intended to be exclusive and means "including without limitation";(b) This EULA contains the complete agreement with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations regarding such subject matter; (c) In the event that any provision of this EULA is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be construed, limited, modified or deleted, to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the remaining provisions of this EULA remain in full force and effect; (d) No waiver of any right under this EULA shall be effective unless in writing and signed by a duly authorized representative of the party to be bound; No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right; (e) Nothing contained in this EULA shall be construed as creating a partnership, joint venture, agency relationship, employer-employee relationship or other similar relationship, nor as granting either party the right, power, or authority (express or implied) to bind or otherwise create any duty or obligation for the other; (f) Nowhere in this EULA where it states that Priority may and/or has the right to perform any action, does it derogate from Priority's other rights and/or remedies.
- 13.3. Termination notices shall be delivered by registered post to the registered office address of Priority (as provided in Priority's website) or the Licensee (as the case may be) with delivery confirmation, and shall be deemed to have been delivered to the other party after such confirmation has been received.

Any other notices can be sent: (i) to Priority - by email to info@priority-software.com; and (ii) to the Licensee - (a) by email to the email address stated in the Transaction Documents and/or to other email address that the Licensee provides in writing to Priority; or (b) via the Software's user interface. Notice that is sent by email and/or via the Software's user interface shall be deemed to have been delivered upon receipt unless received not in a business day, in which case such notice shall be deemed to have been made to the other party on the next business day following receipt.

- 13.4. The Licensee may not assign or otherwise transfer the License and/or any of its rights or obligations under this EULA, either in whole or in part, to any third party without the prior written consent of Priority, and any purported assignment or transfer without Priority's prior written consent shall be null and void. Priority may assign and/or otherwise transfer the License and/or any of its rights and/or obligations under this EULA, either in whole or in part, to an Affiliate or - as part of a reorganization, structure change, change in control and/or merger - to a third party entering into

such a transaction with Priority or with its Affiliate, and without the need to obtain the Licensee's consent.

- 13.5. Priority may update this EULA, as long as such an update does not derogate from the Licensee's material rights and from Priority's material obligations, by sending the Licensee a notice in accordance with the provisions of Section 13.3 of this EULA.
- 13.6. This EULA does not create any obligation of a party to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties, and nor does give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement

By: _____

Date: _____

Name: _____

Title: _____