SUPPORT SERVICES AGREEMENT

Between Priority Software Ltd (Registered Number: 511124109), of 2 Amal Street, Rosh HaAyin Israel ("**Priority**") and the Customer confirming this Agreement (the "**Customer**")

The terms used in this Agreement shall have the meanings set forth in this Agreement. Capitalized terms not otherwise defined herein shall have the meaning given to them in the EULA.

1. **Definitions**

In this Agreement, the following terms shall have the meaning alongside them, as follows:

1.1. "**Authorized User**" – anyone who is authorized by the Customer to use the System and for whom the Customer holds a valid License – in accordance with the EULA.

1.2. "**Business Day**" – Sunday to Thursday, excluding (i) official holidays and sabbatical days in the State of Israel; and (ii) any day immediately preceding an official holiday; and (iii) intermediate days of Sukkoth and Passover.

1.3. "**Customer Content**" – all the data and information uploaded to the System by Authorized Users and/or by Priority on the Customer's request (including, for a Customer in the Software as a Service (SaaS) Licensing model – the database and the files and folders - as detailed in the Transaction Documents).

1.4. "**Documentation**" –Priority's documentation applicable to the System, including Priority's user guides, technical manuals and training materials.

1.5. "**EULA**" – the End-User License Agreement between the Customer and Priority, available at priority-eula-israeli-customers-english-january-20221.pdf (priority-software.com), which outlines the conditions under which Priority agreed to provide the Customer the Licenses (as provided in the Transaction Documents) to use the System.

1.6. "**Fault**" – a failure of the System to operate (in the production environment) in material compliance with the Documentation, provided, however, that such malfunction is not the result of any of the factors listed in subsection 7.2 below.

1.7. "**System**" – (i) the Software, as defined in the EULA, as well as (ii) any and all the modifications, adjustments, interfaces and software components that were developed specifically for the Customer by Priority and for which the Customer has ordered support services from Priority (the "**Priority Developments**").

1.8. "**Transaction Documents**" – the applicable agreement, quote, order or any other document according to which the Customer ordered the System or any of its components and/or according to which the Customer ordered additional services from Priority, including the Cloud Services (if ordered by the Customer in the Transaction Documents) and/or any amendment document or other documents that were made later in connection there with. For the avoidance of doubt, it is clarified that the Transaction Documents include the EULA.

1.9. "**Update**" – a change made to the Software, which consists of Fault fixes and, at Priority's discretion, may also include operational and/or functional improvements and/or extensions. For the avoidance of doubt, an Update does not include new modules of the Software, for which additional fees may apply.

1.10. "**Upgrade**" – a newer version of the Software, which may consist, at Priority's discretion, of new features, capabilities and Fault fixes. For the avoidance of doubt, an Update does not include new modules of the Software, for which additional fees may apply.

1.11. "**Work Hours**" – On a Business Day: 9:00 a.m. to 5:30 p.m. (GMT+2) ("**Normal Work Hours**"); On the intermediate days of Sukkoth (after the first day of Sukkoth until the eighth and last day of Sukkoth) and on the intermediate days of the Passover (after the first day of Passover and until the seventh and last day of Passover): from 9:00 a.m. to 2:30 p.m. (GMT+2); On any day immediately preceding an official holiday in Israel: 9:00 a.m. to 12:00 p.m. (GMT+2).

2. **Support Services**

2.1. Priority will provide support and troubleshooting services for the System during the Support Services Period (as defined below) according and subject to the provisions of this Agreement (the "**Support Services**").

2.2. Subject to the provisions of this Agreement, Priority will make commercially reasonable efforts to resolve Faults. The Support Services will be provided by experienced, skilled personnel.

2.3. **Software Updates and Upgrades**

2.3.1. During the Support Period, Priority may release Updates and/or Upgrades to the Software. The Documentation for such Updates and Upgrades will be available for download by the Customer from the Website (as defined in Section 5.2).

2.3.2. The timing of a particular Update and/or Upgrade, its content and/or the inclusion of a particular Fault fix, will be determined by Priority at its discretion.

2.3.3. The installation of Updates and Upgrades will be done as follows, in accordance with the License model applicable to the Customer as set out in the pertinent Transaction Document(s):

2.3.3.1. **Software as a Service (SaaS) model**: Updates: Priority will install Updates in the production environment, as and when necessary (outside of Work Hours). Upgrades: Following a notification to the Customer of an Upgrade, Priority will install such Upgrade in a temporary test environment, which will be available to the Customer for a period of up to one month prior to the date on which Priority will install such Upgrade in the production environment. The Customer will be responsible to test the Upgrade in such test environment, including testing the proper operation of all System components (including the Priority Developments and Private Developments, if any) with the Upgrade. At the end of the period in which Priority provides the Customer with the test environment, Priority will be entitled, at its discretion to: (i) install the Upgrade in the production environment (even if the Customer has not tested the Upgrade); or (ii) subject to the parties' agreement (which may include additional consideration), delay the Upgrade and extend the period during which the temporary test environment will be available for the Customer.

2.3.3.2. **On Premises model**: Customer will install the Update and/or Upgrade. The Customer undertakes that at no time shall the version of the Software installed by it will be a version that is older than the then-fourth last version of the Software. For example, if the latest version of the Software is 24.0, then Customer shall use version 24.0, 23.1, 23.0, 22.1 or 22.0. Customer shall be financially responsible for the installation of Updates and Upgrades and Priority will not bear any costs in connection therewith.

2.3.4. If the Customer does not install the Updates and/or Upgrades as stated in Section 2.3.3 above, then Priority will: (i) be entitled to stop providing the Support Services; or (ii) subject to the parties' agreement and the payment by Customer of an additional extended support fee equal to 10% of the then-current subscription fee (if Customer's license is on subscription base) or 25% of the then-current maintenance fees (if Customer's license is on perpetual base), provide Support Services (which may be limited in scope).

Notwithstanding the abovementioned, the provision of remediation of Faults may be limited to the latest and second latest versions of the Software.

3. **Customer Obligations and Agreements**

3.1. In order to receive Support Services from Priority, the Customer undertakes as follows:

3.1.1. Appoint an authorized and dedicated contact person for every matter in connection with the Support Services (as well as an alternate contact person to stand in for the contact person when unavailable). The Support Services will be provided by Priority to the Customer through the contact person (or as the case may be, the alternate contact person) only. Without derogating from the generality of the above, the contact person will cooperate with Priority's support team in handling Faults and will be responsible for performing required actions in the System.

3.1.2. Specify a method of managing login credentials at the Customer (for example, setting up a two-step authentication process).

3.1.3. Without derogating from the provisions of the EULA, ensure that the Customer Content complies with all the provisions of the Transaction Documents and any applicable law. It is clarified that Priority is not responsible for the content, structure, reliability and accuracy of the Customer Content.

3.1.4. Take remedial actions with respect to the System, as Priority may reasonably instruct from time to time.

3.1.5. If the Customer operates under the On Premises model:

(i) Manage a proper backup system for all the Customer Content.

(ii) Verify that the Customer's computer systems are in good working order and up-to-date as required in order to enable the proper operation of the System, including upgrading the Customer's computer systems, in order to ensure compatibility with future Updates and Upgrades.

(iii) Maintain the necessary means for receiving the Support Services, including stable high-speed Internet connection and remote connectivity software selected by Priority, such as AnyDesk, to allow Priority to connect to the Customer's server for investigating Faults without the Customer's assistance. Priority reserves the right to change the communication software from time to time at its discretion.

3.2. The Customer hereby authorizes Priority to have permanent access to the Customer's system and Customer Content, as required for the provision of the Support Services under this Agreement. Without derogating from the foregoing, the Customer will provide Priority with its System's login information, which will be kept by Priority for the purpose of providing Support Services. If the Customer wishes that access to the System be subject the contact person's prior approval (taking into account that such prior approval is likely to extend the time it will take for Priority to investigate and/or repair Faults), Customer shall inform Priority of such policy in advance and in writing.

3.3. The Customer will be responsible for the information security and physical protection of the workstations, servers and applications used to connect to Priority Cloud (as defined in Section 6.1.6) and/or interfacing with the System.

4. **Private Developments**

4.1. In accordance with and subject to the provisions of the EULA, the Customer is authorized to carry out private developments (referred to under the EULA as Allowed Derivative) ("**Private Developments**"), provided that such Private Development is carried out using Priority's Software Development Kit (SDK) (available at the Priority Developer Portal: prioritySoftware.github.io). The Customer shall adhere the instructions detailed in the Software Development Kit, as they may be updated from time to time at Priority's discretion. In addition, the Customer must test any Private Development before installing it in the production environment.

4.2.   Priority will not be responsible and will not provide Support Services for Private Developments and/or for any Faults and/or Downtimes (as defined in Section 6.1.3) caused due to Private Developments.

4.3.   **Customer in the On Premises model:** without derogating from the provisions of subsection 4.2 above, the Customer may, in coordination and agreement between the parties, order Support Services from Priority to repair a Fault caused to the Software due to a Private Development, for an additional consideration (according to Priority's price list at the time). In such case, Priority will provide Fault repair services to restore the System to its original state, and such services will not include repair of Faults within such Private Developments.

4.4.   **Customer in the Software as a Service (SaaS) model:** if Priority determines, at its discretion, that a Private Development has caused and/or may cause a Fault and/or damage to the operation of the System and/or Priority Cloud, Priority will be entitled to discontinue the Private Development operation and/or block the Customer's access to it (including any future access and/or operation) and require the Customer to repair such Private Development according to Priority's requirements. For the avoidance of doubt, the foregoing does not detract from any right and/or remedy that Priority may have in the event of a Fault in Priority Cloud and/or System caused due to a Private Development under the provisions of any law and/or the Transaction Documents.

4.5.   It is clarified that the Customer will be responsible for making adaptations in a Private Development, as required, due to any Update and/or Upgrade, and Priority will not be held responsible for any damage caused to a Private Development due to the installation or non-installation of an Update and/or Upgrade.

5.   **Opening a Service Call; Response Times**

5.1.   Support Services will be available during Normal Work Hours, and, for Severity Level 1 and Severity Level 2 only, also during other Work Hours.

5.2.   To enable Priority to handle a Fault, the Customer must open, through the contact person, a service call on Priority's support website at https://support.priority-Software.com (the "**Website**"), immediately after the Fault is discovered ("**Service Call**"). In the Service Call the Customer must provide all the information related to the Fault as stated in this Agreement.

5.3.   The Customer undertakes to inform Priority immediately of any Fault, in accordance with the provisions of this Agreement, in order to, among other things, prevent the Fault from worsening.

5.4.   When opening a Service Call and as a condition for Priority handling the Fault, the Customer shall:

5.4.1.   Provide a detailed description of the Fault, including: (i) fully disclose all the information that may clarify or explain the Fault; (ii) attach any additional information or documentation that may be relevant to the Fault and/or the work process that triggered it (e.g. printouts and/or files of the System and/or data indicating the Fault); (iii) providing information on actions taken by the Customer in connection with the Fault before opening the Service Call.

5.4.2.   Take the necessary measures to restore the Fault in a way that will allow Priority to understand where and how the Fault occurred.

5.4.3.   Assess the severity of the Fault, based on the Customer's assessment of the effect of the Fault on System operations, according to the criteria listed the table in subsection 5.6 below. If Priority, exercising its professional judgment, disputes the severity level determined by the Customer in regard to a particular Fault, it will be entitled to classify the Fault at the appropriate Severity Level and to handle it accordingly.

5.5. After the Customer opens a Service Call, as described above, the provision of Support Services for handling the Fault shall be conducted using communication means determined by Priority, including a telephone call and/or an e-mail messages, in accordance with the response times for the initiation of service detailed in the table in subsection 5.6 below.

5.6. **Fault Severity Levels and Response Times**

Severity Level	Definition	Response time
Severity Level 1	A Fault that critically affects the System, where there is a complete loss of the Software's functionality in the production environment.	No later than four (4) Work Hours
Severity Level 2	A Fault that significantly affects the System, where the System partially loses core functionality, and/or certain functionalities become unstable, unusable or disabled, but the overall System is operable and there is no way to bypass the Fault.	No later than twenty-four (24) Work Hours
Severity Level 3	A Fault that lightly affects the System, causing damage to the responsiveness or performance of the System.	No later than forty-eight (48) Normal Work Hours

(a) The response times for the start of the repair process will be measured from the time the Service Call is opened on the Website as required.

(b) A Service Call opened on the Website outside of Normal Work Hours or (as the case may be) Work Hours will be deemed to have been opened on the start of the immediately following Normal Work Hours or (as the case may be) Work Hour.

5.7. In order to enable Priority to solve Severity Level 1 Faults, the Customer's relevant employees will assist in performing the Fault's resolution testing. Such Customer's employees will be available as and when necessary, until the Fault is resolved.

5.8. A Fault shall be deemed resolved with the delivery of the fix by Priority (as an individual fix or as part of an Update or Upgrade to a Software component) or with the provision of a workaround, unless the Customer can prove to Priority that such fix does not resolve the Fault.

5.9. After Priority delivers a repair to the Fault (as the case may be under the provisions of this Agreement):

(a) **Customer in the On Premises model:** Customer shall test the fix provided, install it and perform any operation required to repair all the side effects caused by the relevant Fault.

(b) **Customer in the Software as a Service (SaaS) model:** Customer shall test the normal operation of the System in connection with the relevant Fault.

5.10. The Customer may order Support Services from Priority outside of Normal Work Hours, subject to mutual agreement between the parties and additional fee – as per Priority's price list and in accordance with Priority's policies, as they will be in effect at the time.

6. **The Cloud Services**

For Customer in the Software as a Service (SaaS) model the following provisions shall apply:

6.1. In this Section 6, the following terms shall have the meaning alongside them, as follows:

6.1.1. "**Agreed Maintenance Window**" – a time during which Priority Cloud and the Cloud Services (in whole or in part) will not be available due to regular and/or preventative maintenance activities in Priority Cloud, as will be notified by Priority in advance and in writing (including through a notification in the System).

6.1.2. "**Cloud Services**" – the hosting of the System, including the Customer Content, in Priority Cloud, and the operational activities performed in connection thereof.

6.1.3. "**Downtime**" – the number of hours (or any part thereof, as the case may be) during a Measurement Period in which Priority Cloud is not available (other than Excluded Downtime).

6.1.4. "**Excluded Downtime**" – the number of hours (or any part thereof, as the case may be) of Downtimes which Priority determines are caused by and/or due to: (i) downtime due to Information Security Vulnerability; and/or (ii) one or more of the factors listed in Subsection 7.2 below; and/or (iii) an act or omission of a third party, including another Customer and/or Priority's cloud provider; and/or (iv) *force majeure*; and/or (v) an Agreed Maintenance Window; and/or (vi) any Downtimes of no more that 60 (sixty) consecutive seconds.

6.1.5. "**Measurement Period**" – the number of hours in a certain calendar year (or any part thereof, as the case may be), during which, under the Transaction Documents, Priority must provide the Cloud Services to the Customer.

6.1.6. "**Priority Cloud**" – the cloud operated by and/or for Priority.

6.1.7. "**Uptime**" – the portion of time, in which the Cloud Services provided by Priority to the Customer under the Transaction Document(s) are available, calculated as set out in Section 6.3.

6.2. Priority shall monitor Priority Cloud on a 24/7 basis by its Network Operations Center (NOC).

6.3. The annual Uptime target for Priority Cloud in the production environment is 99.9%. The actual annual Uptime shall be calculated according to the following formula:

$$\text{Uptime (\%)} = 100\% \times (1 - (\text{Downtime} / \text{Measurement Period}))$$

6.4. In case of Downtime (other than Excluded Downtime), in which the Customer cannot access the Priority Cloud at all (in the production environment), the Customer must open a Service Call on the Website, according to the provisions of Section 5 above, and classify such Service Call as a "Cloud Entry Disabling" Fault, which is a Severity Level 1 Fault. Notwithstanding the provisions of the table in subsection 5.2 above and sub-section (b) thereunder, the response time to start handling a "Cloud Entry Disabling" Fault will be no later than four (4) hours.

6.5. The Customer hereby confirms and agrees that in the event of an attack and/or virus and/or vulnerability and/or any other cyber incident that can affect the Priority Cloud ("**Vulnerability**"), including a Vulnerability that can damage the Customer Content or that of other customers or the services that Priority delivers to its customers, Priority will be entitled (regardless of the source of the Vulnerability and whether or not it originates from the Customer and/or a third party) to disable the System immediately and without prior notice to the Customer, in such a way that the Customer will not receive the Cloud Services for the period of time required to remedy the Vulnerability ("**Downtime due to Information Security Vulnerability**"). Priority will make efforts to notify the Customer (including through posting on the Website or the status page) of such Downtime.

7. **Restrictions on the Support Services**

Notwithstanding anything stated elsewhere in this Agreement or in the Transaction Documents:

7.1. The provision of the Support Services by Priority is subject to the Customer's full compliance with its obligations as stated in the Transaction Documents, the EULA and this Agreement, including payment of the consideration to Priority for the Support Services.

7.2. Priority shall not be responsible and shall not provide Support Services for any Fault or Downtime which Priority determines are caused or result from: (i) failure to install an Update according to Priority's instructions; (ii) Changes and/or additions, including Private Development, as defined in Section 4 above, made to the System by the Customer or anyone acting on its behalf, including in the Software, in the Customer Content or in the operating system or by writing directly in the System tables; (iii) integration of the System with non-Priority products and/or components; (iv) Customer infrastructure; (v) Downtime due to Information Security Vulnerability; and/or (vi) an action or omission by the Customer or an Authorized User that deviates and/or does not comply with the requirements communicated to it by Priority, including using the System not in accordance with this Agreement (including the instructions detailed in the Priority Developer Portal and/or the terms of the EULA) and/or the Transaction Documents.

7.3. Priority reserves the discretion whether or not to provide Support Services for any Fault, which is caused by one or more of the factors listed in subsection 7.2 above, which will be provided (if shall be provided) subject to receiving a separate order from the Customer (the fee for which shall be reasonably determined by Priority commensurate with the extent of the services required), and subject to any additional or other condition determined by Priority in this regard, which may deviate from the provisions of this Agreement.

7.4. Priority may update this Agreement, 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 (including through publication on the its customers Website or the status page)

7.5. Notwithstanding any other provision in the Transaction Documents and without derogating from Customer's rights under the EULA, Priority's sole responsibility in connection with the Support Services is for solving technical problems in the Software and the operation of Priority Cloud – subject to this Agreement terms and conditions.

8. **Support Service Fees**

The Support Services fees shall be as stipulated in the Transaction Document(s) (the "**Support Services Fees**").

9. **Effect and Termination of the Support Services**

9.1. The Support Services will be provided during the period(s) agreed by the parties in the Transaction Documents ("**Support Period**").

9.2. For the avoidance of doubt, it is clarified that if the Licenses for the Software are provided to the Customer on a subscription base, then the Support Periods shall be as long as such subscription is in effect.

9.3. Without derogating from the provisions of the Transaction Documents, in any case where all the Licenses granted to the Customer in the Transaction Documents have expired or have been terminated, for any reason, Priority shall be entitled to terminate the then-current Support Period immediately. In any case where the Support Period and/or the engagement under the Transaction Documents expires, all of Priority's obligations to provide Support Services will be terminated immediately, without detracting from Priority's right to receive any payment due to it for the Support Period in which the Support Services were in effect.

9.4. In any event where the Support Period has terminated, for any reason, and after such termination the Customer requests to renew the Support Services for another Support Period(s) (and Priority accedes to such a request), then, in order for the Customer to subsequently receive the Support Services from Priority, the Customer must (i) pay Support Services Fees for the period of time during which there was no Support Services agreement in force between Priority and the Customer, in an amount equal to the annual price of the Support Services (according to the Priority's price list for Support Services at the time of renewing the Support Services) multiplied by the period (in years or any part thereof) in which the parties had no valid Support Services agreement between them, in addition to any

outstanding debt (including collection expenses, as the case may be); and (ii) install the latest version of the Software.