

General Terms of Proposal

The General Terms set forth herein constitute an inseparable part of Consist Systems Ltd. ("Supplier") proposal ("Proposal") at the scope detailed in the Proposal ("Services"), and apply in addition to the terms of the Proposal. The counter party to the Proposal and/or which shall be provided with the Services shall be hereinafter referred to as the "Customer". Acceptance of the Proposal by the Customer or payment of an invoice constitutes the Customer's acceptance of these General Terms. The Services will be interpreted solely according to these General Terms, which will apply to all services and/or products included in the Proposal. These General Terms and Conditions and the Proposal will be referred to together hereinafter as the "Agreement".

1. The Services shall be provided by the Supplier's employees, service providers and/or contractors ("**Supplier's Designees**").
2. In case the Proposal includes the sale of any of the Supplier products and/or any software licenses or provision of third party products ("**Products**"), any Products shall be supplied "AS-IS" and in accordance with the such Products' standard terms shown at the Proposal and subject to the provisions thereof ("**License**") without any representation or warranty of any kind, including as to its suitability to a particular purpose, non-infringement or error-free. The License shall be considered as an integral part of the Agreement and shall prevail any term and/or limitation and/or liability on behalf of the Supplier. The Customer is responsible for periodically monitoring changes to the License, if any. As required, the Customer will sign or electronically confirm the License, in accordance with the manufacturer's policy on this matter or shall execute the standard License of the relevant Product's manufacturer. The License shall apply for the benefit of Supplier, as a single party together with the Products' manufacturer for the purpose of the Product's License. The Customer will not make any changes and/or additions and/or repairs to the Product(s), except through the Supplier. The Customer will indemnify the Supplier and/or manufacturer and/or anyone on their behalf for any damage, expense and loss incurred by them as a result of a violation of the License or as a result of using the Product(s) not in accordance with the provisions of the Agreement, the License or any law.

Notwithstanding anything else in the Agreement, the Customer hereby agree and accept that in case the Supplier right to provide the License and/or Services will be limited, including as a result of the manufacturer announcement of the Product's EOS and/or EOL and/or as a result of termination of the Supplier engagement with the manufacturer, for whatever reason, the Supplier shall have the right of immediate termination of its engagement with the Customer, and Customer shall have no claim or demand towards the Supplier in relation thereto.
3. If the Proposal includes the purchase of cloud services, such cloude services shall be provided pursuant to the Supplier's than current cloud services and terms of use, which will be added to the Agreement and will form an integral part thereof. If the Product is based on software as a service (SAAS), located on a public cloud, the public cloud services will be provided in accordance with and subject to the terms of service of the public cloud services provider.
4. If the Proposal includes the purchase of hardware, infrastructure or any other equipment, such equipment will be supplied in accordance with and subject to the Supplier's general terms and conditions for the sale of equipment which will be added to the Agreement and will form an integral part thereof.
5. If the Proposal includes the purchase of hosting services, such seevices will be supplied in accordance with and subject to the Supplier's general terms and conditions for the sale of hosting services, which will be added to the Agreement and will form an integral part thereof.
6. Customer's Obligations. The Customer shall fulfill its obligations specified below, in addition to any other obligations specified in the Proposal, and all in a timely fashion. The Customer is aware that Supplier's ability to perform the Services is contingent upon its complete and timely cooperation with Supplier, as well as upon the correctness and completeness of all of the information and data that it shall provide to Supplier. Consequently, the Customer shall provide to Supplier required site infrastructures and conditions, including access and use of all information, data, documentation, computer time, facilities, workplace and office services that shall be required by Supplier. Customer shall bear the liability for its instructions and directives as well as for the characterizations performed by it and/or anyone on its behalf. In the event that the Services shall be provided at Customer's facilities and/or the Products will be installed at the Customer premises, the Customer will provide the environmental and computerized conditions as required for the performance of the Services and as customary at the Customer and all required hardware, software and communication equipment. The purchase of all licenses, as well as open source components, will be at the Customer's expense and responsibility.
7. A Product shall be deemed to be accepted by Customer on the date of installation of the Product; and the Services shall be deemed to be accepted by Customer on the date of provision of the Services to the Customer.
8. To the extent a Product is purchased as subscription model, the Customer may use the Product only in the quantities specified in the Proposal, solely for the term specified in the Proposal and for which the usage fees were paid. License(s) under a subscription model cannot be canceled, in whole or in part, during the subscription term. At the end of the subscription term that has not been extended, i.e. for which timely notice of non-extension has been given, or in the event of a lawful early termination of the subscription term, the Customer's rights to access or use the Product(s) will expire
9. The Services will be provided at the Supplier's or Customer's site in a professional manner, at a quality level acceptable in the industry for the services type included in the Proposal, and according to schedules agreed upon between the parties. Supplier shall not be liable to any delay or failure in providing the Services or otherwise performing its obligations that occur as a result of matters or in circumstances beyond Supplier's control, including any act or omission of the Customer and/or anyone on its behalf, such as failure to deliver information or proper documentation for the performance of the Services or otherwise purchase products required therefore or in circumstances of force majeure, including war and the coronavirus. The Supplier may suspend the Services, or any part thereof, temporarily or permanently, due to force majeure (including the coronavirus) or any other event beyond the Supplier's control and which it could not prevent.
10. Support and Maintenance. Support and maintenance will be provided between Sunday through Thursday between 08:30-17:30 Israel time (except for holidays and/or holiday evenings and other sabbatical days) ("**Regular Working Hours**") and subject to the Product's license scope. Maintenance requests shall be sent by Customer by e-mail to the following e-mail:

helpdesk@consist.co.il or by phone number 03-9204111 to the Supplier support center or through the designated module in the Product. Supplier will commence work on resolving the service's requests within six (6) hours of receiving the request, given the request received until 14:00 during Regular Working Hours. In case the request received after Regular Working Hours, the work on resolving the request shall commence on the next business day. In case the Service request regards Critical Error or malfunction, the services on resolving the request shall commence within thirty (30) minutes given the request received during Regular Working Hours. During Regular Working Hours, the nature of the problem will be checked within three (3) hours of receiving the request. Upon a support request is received and opened and/or upon completion and resolution of the request, a confirmation email will be sent to the Customer. "**Error**" shall mean a failure of the Product to materially conform to its applicable documentation available by the manufacturer. "**Critical Error**" shall mean a failure of the Product which severely impacts the ability to use it or a malfunction that disables the Product in its entirety.

The Customer will provide Supplier with sufficient information regarding the service request and the error to enable Supplier to begin diagnosing the problem, including, but not limited to, sufficient information to reproduce the problem. The Services shall be given via telephone or via remote access (VPN) provided by the Customer. The Customer must provide Supplier with all network, access rights and information necessary to enable Supplier providing the Services. If the Services are required on the Customer's premises, the Services shall be provided pursuant to the Supplier's then current hourly rate.

The Supplier's support and maintenance services will exclude services required due to: (i) misuse of the Products and/or Services and/or any of the Services' deliverables, or any part thereof, use of such not in accordance with Supplier's and/or manufacturer operating and use instructions and/or documentation; (ii) configurations, changes and/or modifications to the Products and/or Services and/or any of the Services' deliverables that were performed by any other party other than Supplier's Designees; (iii) the use of the Products and/or Services and/or any of the Services' deliverables or results in combination with any equipment, software, process, product or information not provided by Supplier; (iv) accident, negligence, water or fire damages, electricity failure, lightning or high voltage and disturbances in the communication network; (v) installation in environmental conditions which are not compatible with manufacturer instructions (in case the and/or Services and/or any of the Services' deliverables are provided not in means of cloud basis; or (vi) services, failure or error not supported by the manufacturer. The Supplier Services with respect to any of the above shall be provided pursuant to the Supplier's then current hourly rate.

11. **Liability; Limitation of Liability.** Supplier is responsible for the performance of the Services only. The provision of the Services shall not impose on Supplier any liability for (1) the results of implementation of the Products and/or Services by the Customer and/or for any decisions made by Customer based on the Products and/or Services and such Products and/or Services outcome and deliverables; (2) the use by the Customer of the Products, Services and/or such Products and/or Services results and/or deliverables and/or anything related to their operation; and (3) for any malfunction or defect in the Products, Services and/or Products and/or Services results and/or deliverables made by the manufacturer and/or of another supplier on its behalf and/or in open source components, except for their integration within the framework

of the performance of the Services, to the extent that it is necessary to do so. For the avoidance of doubt, the aforementioned shall also apply to any use of AI tool, whether as a Product, as a component or module in a Product or as a service. In case Services are required due to an error in a Product itself, Supplier shall assist the Customer in receiving support services from the manufacturer, according to the manufacturer's support services policy, to the extent that the manufacturer is obligated to do so.

If the Services include a system for sending messages or mailing to the Customer's recipients, the Customer must ensure that it is acting within the framework of the obligations imposed on it under the provisions of the Communication Law (Beseq and Broadcasting), 1982, including obtaining the recipients' consent to receive messages, responding to their request to block and/or remove them from its distribution list, and verifying that the blocking and/or removal action has been carried out.

Further, notwithstanding anything to the contrary in the Proposal or applicable law, the Supplier liability shall be restricted to the Supplier's legal liability and for direct damages only caused as a result of the Supplier and/or the Supplier Designee's act and/or omission and in no event (a) shall Supplier, its affiliates and/or their respective employees, officers, directors, vendors, subcontractors and/or anyone on their behalf be liable to the Customer, its affiliates and/or to any other third party for any special, incidental, indirect, consequential, punitive or exemplary damages of any kind or nature arising out of or in connection with the Proposal, including its performance or non-performance, or any Services rendered by Supplier, including, but not limited to, loss of profits, loss of revenues, loss of business, loss of savings, lost data, loss of use, loss of computer time, software recovery or purchasing alternative products or services, arising from or in connection with this Agreement or the use or performance of any Service hereunder, even if Supplier has been advised of the possibility of such damages, and (b) Supplier's aggregate liability under or in connection with the Agreement, whether with respect to damages arising under any claims or aggregate of claims, exceed the cumulative Service Fees received by Supplier under the Agreement during the 6 months period preceding the event giving rise to the liability, all whether in an action based on contract, tort or any other legal theory.

12. **Intellectual Property.** Subject to and against payment of the full consideration to which Supplier is entitled according to the Proposal, Supplier will provide the Customer with the right to use the results and/or deliverables of the Services, which were prepared by Supplier and/or the Supplier's Designees during the performance of the Services as defined in the Proposal ("**Service Deliverables**"). The right to use the Service Deliverables is non-exclusive, non-transferable and limited solely to the use of the Customer, to identified number of users of the Customer, as stipulated in the Proposal, and for the period of the Agreement. the Customer intellectual property rights shall not include the Products, Supplier's IP and/or third party intellectual property rights, including open source, which are embodied or included in the Services or Service Deliverables. "**Supplier's IP**" shall mean the intellectual property owned by, licensed to or otherwise in the possession of Supplier at the effective date of the Agreement and/or any intellectual property, which will become the ownership of Supplier after such effective date that was developed and/or obtained independently from this Proposal, and any derivatives thereof, and/or any skills work procedures, methodologies, know-how, concepts, techniques and experience whatsoever and standard tools and developments in the computer and software fields, is and shall remain the

absolute unencumbered property of the Supplier, and nothing herein shall be deemed to transfer to the Customer ownership of same.

The Customer does not obtain or acquire any rights in the Product(s) other than rights specific given to it in the Proposal and subject to the License, and all ownership and all rights, including, intellectual property rights, in the Product(s) are and shall remain by the manufacturer and/or Supplier.

If the Customer transfers images, fonts, banners, logos to the Supplier for the purpose of uploading such to the Product and/or integrating them into the Services, purchasing the license to use and/or verifying the appropriate permission for use are the sole responsibility of the Customer, as well as any claim that may be raised due to the aforementioned integration and/or use. Any Customer's possession and use of third party intellectual property rights shall be governed by the terms of such third party's license agreement and Supplier shall not have any kind of liability with respect to the such third party materials and/or the use thereof.

13. Confidentiality. Either party shall maintain in confidence and shall not disclose to any third party any information or data received or obtained by it from the other party in connection to the Proposal and/or the Services, except that receiving party may reveal the such information to those of its officers, employees and consultants with a need to know the such information for the purpose of this Proposal and/or the provision of the Services. The aforementioned obligation shall not apply to any information that: (a) is and/or becomes part of the public domain; (b) was known to the receiving party or in its possession at the time of disclosure; (c) was disclosed to receiving party by a third party having, to the best knowledge of the receiving party, the lawful right to disclose that information (d) which is required to be disclosed by applicable law or a valid court order or pursuant to any requirement of any governmental agency or authority; (e) is developed independently by the receiving party or its personnel and/or relates to general concepts of computer hardware or software technology which are generic, including without limitation professional know-how, methodologies and working methods.

The Customer undertakes to act in accordance with all applicable privacy protection laws and will be responsible for any information and/or content uploaded by it and/or by anyone on its behalf to the Product and its and/or anyone on its behalf's use of such information and content. Any rights in the Customer's information or in the information uploaded by the Customer and/or anyone on its behalf and/or by its customers to the Product will remain the property and responsibility of the Customer.

14. Term & Termination. The Proposal shall commence on the date the Supplier's receipt of the Proposal duly signed by Customer and shall remain in full force and effect until terminated by either party, at any time, without giving any reason nor incurring any liability thereby, by giving the other party at least forty three (30) days' prior written notice, unless agreed otherwise in the Proposal. The Customer agrees and acknowledges that such termination shall not apply to the Products and/or services purchased from the Product's manufacturer. The terminating party will not bear any liability towards the other party, except for the Customer's obligation to pay the Supplier for the Services performed and/or the Products supplied until the termination date.

15. Considerations. The Customer undertakes to pay the full consideration specified in the Proposal when due. Failure to pay the consideration on time will constitute a material breach of the Agreement and will entitle the Supplier to immediately

terminate all Services and/or License(s). Further, the Supplier may discontinue or suspend the performance of its obligations until payment is made, without prejudice to all its other rights. The Supplier shall be entitled to update the consideration from time to time, including due to updating costs and/or rates of the manufacturer and/or third parties, whose services and/or components are included in the Product(s) and/or Services.

16. Non-Solicitation. The Customer hereby agrees that for a period of twelve (12) months from and after the termination of the provision of the Services, the Customer shall not, directly or indirectly, retain or employ or induce, persuade or encourage any person, including the Supplier's Designees, to leave the Supplier's employ who, prior to the date hereof was, or during the term of the provision of the Services will be employed or retained by the Supplier as a consultant, contractor or employee.

17. Governing Law. The Proposal, including this general terms, is governed by and construed in accordance with the laws of the State of Israel, without giving effect to its laws pertaining to conflict of laws. Any claims or dispute in respect of The Proposal, including this general terms, shall be submitted only to the competent courts of law in Tel Aviv-Jaffa.

18. In the event that the Proposal sets forth terms that differ from those specified in the Agreement, the terms set forth in the Proposal shall apply and prevail. In the event of a conflict between the terms of the Agreement and the Supplier's general terms for providing cloud computing services and/or the provider's general terms for selling equipment and/or the provider's general terms for hosting services, the terms set forth in the specific terms for each type of service shall apply and prevail.

19. These General Terms together with the Proposal constitutes the entire agreement between the Parties concerning the subject matter hereof, and no modification of this agreement shall be valid or binding on the Parties unless duly executed in writing and signed by both Parties hereto.

20. Communications. Any notice under this Proposal shall be in writing and shall be sent by registered mail or by hand or by email, and shall be deemed to have arrived at the addressee and notified within five (5) days - if sent by registered mail, when delivered or sent, if delivered by hand or by email, provided a receipt of an confirmation for such delivery by email.

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