END USER LICENSE AGREEMENT

This End User License Agreement (this "**EULA**") is entered into between **Priority Retail Ltd.**, organized under the laws of the State of Israel ("**Priority Retail**"), and the customer that accepted this EULA ("**Licensee**").

Each of Priority Retail and Licensee is hereafter individually referred to as "**Party**" and collectively as the "**Parties**".

WHEREAS: (A) Priority Retail is engaged in the field of RMS (Retail Management Systems) incorporating the Software (as defined below); (B) Licensee had ordered and/or is using Products (as defined below) provided by Priority Retail; (C) This EULA regulates the terms and conditions under which Priority Retail agrees to grant Licensee a License to Priority Retail's Intellectual Property embodied in the Products.

1. DEFINITIONS

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

1.1. "**Affiliate**" means any legal entity (a) in which Licensee or Priority Retail (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 Licensee or Priority Retail (as the case may be) – all whether directly or indirectly.

1.2. "**Authorized Solution Partner**" means a third-party provider authorized by Priority Retail for the provision of Maintenance Services and/or Professional Services (as and if applicable) as set out in the Purchase Order.

1.3. "**Authorized User**" means any person who is authorized by Licensee to operate or use the Products (including the employees, suppliers and consultants of Licensee and/or of Licensee's Affiliates and/or any other party on behalf of Licensee and/or on behalf of Licensee's Affiliates).

1.4. "**Certification**" means a process performed by Priority Retail in which specific third-party Hardware and software is approved by Priority Retail as suitable for use with the Software and/or with Hardware components provided by Priority Retail. Third party Hardware and/or software that was approved through Certification will be referred to herein as "**Certified**".

1.5. "**Content**" means all data and information uploaded by an Authorized User using a Product.

1.6. "**Device**" means each of the end point Hardware Products, together with the Software which runs on such Hardware Products, offered by Priority Retail, including (but not limited to) kiosk Products, cash register Products, Tablet POS, Handheld POS, payment devices, operational mobile devices, or any mobile device that contains application, service or component developed or supplied by Priority Retail.

1.7. "**Documentation**" means user documentation, specifications, presentations, guides and instructions provided by Priority Retail and/or its Authorized Solution Partners in connection with the Software, Hardware and/or Services, in print, online, embedded as

part of a help function, machine-readable format, or similar files, which are provided or made accessible to Licensee.

1.8. "**Effective Date**" means the date on which a Product was first made available to Licensee.

1.9. "**Hardware**" means the hardware components on which the Software runs, whether such components form part of a Product or not, including any equipment, devices, accessories and parts delivered by Priority Retail to Licensee as part of a Product or together with a Product – and including any firmware incorporated therein.

1.10. "**Intellectual Property**" means all intellectual, moral and/or industrial property 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.

1.11. "**License**" means the license granted to Licensee by Priority Retail under this EULA to use Priority Retail's Intellectual Property embodied in a Product or Products.

1.12. "**Main System**" means all components of the proprietary software suite provided by Priority Retail, except for One Core, API and software component install on Devices.

1.13. "**Maintenance Services**" means Product maintenance and technical support services provided by Priority Retail and/or its Authorized Solution Partner.

1.14. "**One Core**" means Priority Retail's retail business logic server that provides retail services and data for sales, service, marketing and other commerce related channels.

1.15. "**Product**" means each of the products and solutions offered by Priority Retail, including (but not limited to) (i) the Main System (including Priority Retail SAAS platform, Retail Head Office and any other software system offered by Priority Retail that is used as a Main System); (ii) any Device; (iii) OneCore; and (iv) any other software or Hardware product, service, or solution provided by Priority Retail – together with the Software and the Documentation thereto as well as any Hardware on which the Software is installed and third-party software components (where such Hardware and/or third-party software is purchased from Priority Retail).

1.16. "**Professional Services**" means reselling, installing, integrating, implementing, configuring, training, consulting, engineering or other professional services provided by Priority Retail and/or its Authorized Solution Partner under a valid Purchase Order.

1.17. "**Purchase Order**" means a purchase order form (PO), or any other type of transaction documents according to which Licensee orders Products from Priority Retail and Priority Retail agrees to provide Licensee with such Products, detailing, inter alia, the details of the license(s) granted to the Licensee, including their respective Licensing Type(s) and any other limitations.

1.18. "**Retail Head Office**" means the central database and management system provided by Priority Retail, composed of forms, procedures, reports and user interface, that enables Licensee to operate, coordinate and oversee various aspects of Licensee's business, and store all data related to Licensee's retail channels (including but not limited to: POS stations, Devices, OneCore servers and APIs).

1.19. "**Retail eCommerce Website**" means an online sales website developed for Licensee by Priority Retail or a third-party contractor of Priority Retail – to the extent that the development of such website is specified in a valid Purchase Order.

1.20. "**SaaS Model**" (Software as a Service Model) means a software licensing model, in which the respective Software is hosted by Priority Retail or anyone on its behalf and made available to End Users over a network, typically the Internet.

1.21. "**Services**" means any Maintenance Services and/or Professional Services, as the case may be.

1.22. "**Site**" means Licensee's specific location, office or place of business where the Products are to be operated, as set out in the applicable Purchase Order.

1.23. "**Software**" means Priority Retail's proprietary software products included in or interfacing with a Product, licensed by Priority Retail to Licensee hereunder – including all updates, modifications, bug fixes, and upgrades thereto.

1.24. "**Supplemental Terms**" means those separate terms and conditions that apply to the Products or Services as attached hereto, set forth or referenced in a Purchase Order.

2. <u>LICENSE</u>

2.1. Priority Retail hereby grants Licensee a limited license to use Priority Retail's Intellectual Property embodied in the Product(s) – subject to the terms and conditions herein (the "**License**"). The License grants Licensee a limited, non-exclusive, non-transferable and non-sublicensable right to use the Product and to access and utilize the Priority Retail's Intellectual Property embodied in the Products solely for the business operations of Licensee itself and/or its Affiliates, all subject to full compliance with the terms and conditions of this EULA.

2.2. **License Types**.

Any License granted is defined based on the type of specific following Product component, subject to the order of each Product under an Purchase Order and, for the avoidance of doubt, in addition to the necessity to obtain the Licenses for additional ordered Products:

(i) **Named License** (for Main System): the use of the Main System is subject to a Named User License, i.e. each identified Authorized User, as designated by the Licensee through the Main System tools, requires a License ("**Named License**"). The number of Authorized Users using the Main System may not exceed the number of Named Licenses granted to the Licensee.

(ii) **Device License** (for all Products other than Main System and One Core): the use of the Software (including, for the avoidance of doubt, Main System) and other Priority Retail's Intellectual Property, embodied in a Device's Hardware, is subject to a Device License, i.e. a License which allows the use of any number of Authorized Users through a single Device located in a specific location.

(iii) **One Core License**: the use of One Core is subject to a single License, which allows Licensee's Authorized Users to use One Core for one channel and one lane.

(iv) **API License**: a single license that allows the use of the Software (except for Retail Head Office and One Core) through external applications (namely applications which do not form an integral part of a Product) using Priority Retail's application programming interface (except for One Core) ("**API**").

If the Licensee receives from Priority Retail a key code allowing access to the applicable 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 Retail's prior explicit consent. The API Key must be kept safe and confidential at all times.

2.3. The Software and Documentation will be in the form and format as determined by Priority Retail in its sole discretion, and such Documentation may limit or restrict the use of the Software to certain types of Hardware not provided by Priority Retail.

2.4. Products provided to Licensee may contain third-party technology, including open source software that may be bundled with or form part of the Software ("**Third-Party Technology**"). Third-Party Technology may be licensed by third parties under separate terms ("**Third-Party Terms**"). Third-Party Terms are specified in the Documentation and apply solely with respect to the relevant Third-Party Technology.

2.5. Without derogating from the generality of Section 2.4 above, the list of open source components and their applicable open source licenses embodied in the Products (or any part of them), as they are from time to time, can be found at the following links: https://cdn.priority-software.com/docs/OSS_Priority_Retail.html;   and https://www.eshbelsaas.co.il/eshbel/primail/library/OSS_Priority.pdf;   and https://www.eshbelsaas.co.il/eshbel/primail/library/OSS_Priority_UI.pdf

2.6. Authorized Users only may use the Product - subject to their compliance with all of the terms and conditions of this EULA. It is clarified, without derogating from the above, that Licensee remains fully responsible and liable for any noncompliance with this EULA by its Authorized Users.

2.7. Upon reasonable prior notice, Priority Retail shall have the right to audit Licensee and/or its Authorized Users' use of the Products to ensure Licensee's compliance with the terms and conditions of this EULA. Such audit will be performed no more than once in each calendar year during the License term, unless Priority Retail has a good faith reason to conduct additional audits. Licensee and/or its Authorized Users will fully cooperate with Priority Retail or anyone operating on its behalf conducting such audit.

An audit will be performed at the Licensee's place of business and/or by remote access, at Priority Retail's discretion, 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.

Should an Audit reveal non-compliance with the terms of this EULA and/or from the terms of the License and/or use of the Products 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 Products; (b) the Licensee will pay Priority Retail 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 Retail for reasonable costs of the Audit; and (d) notwithstanding this Section 2.7 regarding the frequency of the Audit, Priority Retail will be entitled to conduct an Audit once every six (6) months.

2.8. The Software can be installed either on the Hardware delivered by Priority Retail, or on Certified hardware. If Licensee decides to install or use the Software on third party Hardware that is not Certified, Licensee is responsible for approaching Priority Retail and ask whether such Hardware can be Certified. Priority Retail may, at its sole discretion, decide whether to have such third-party Hardware Certified – and may charge certain fees in connection with such Certification from Licensee. It is hereby clarified that if Licensee uses Hardware that is not Certified, Priority Retail will provide no warranty and shall have no responsibility over or liability in connection with any malfunction Licensee may encounter using the Software on such non-Certified Hardware.

3. <u>ALLOWED DEVELOPMENTS</u>

3.1. Priority Retail hereby allows and enables the Licensee to create, install and/or use software components created by the Licensee, operating on its behalf or those from whom the Licensee has purchased such software components, solely via Priority Retail's software development kit (SDK) or any other means as may be allowed by Priority Retail ("**Allowed Development**"; and "**SDK Tools**", respectively) – all in accordance with and subject to the following terms and conditions:

3.1.1. No Allowed Development shall be installed or used where such installation or use would violate any applicable law.

3.1.2. No Allowed Development shall be installed or used where (a) such installation or use involve the circumvention or cancellation of Priority Retail's licensing limitations safeguards, (b) in a manner that affects Priority Retail's licensing limitations safeguards, or (c) in a manner that enables or in a manner intended to enable the Licensee or others to circumvent Priority Retail's licensing limitations safeguards, exceed the terms or scope of the License or to use the Software without a suitable license from Priority Retail.

3.1.3. Priority Retail will not be responsible and shall have no liability where the installation or use of an Allowed Development causes a malfunction, interference or other impediments to the proper use of the Product (including the Software), its performance and/or results in any damage to any Content. In all such cases the Licensee will be responsible for using the Product (including the Software) and the Licensee will bear any resulting cost or damage, including but not limited to the cost of repair or replacement.

3.1.4. The installation and use of an Allowed Development will only be for the internal business needs of the Licensee and/or of its Affiliates. The Licensee may not

trade in an Allowed Development and may not allow any third party (except for an Affiliate of the Licensee or an Authorized User) to use an Allowed Development.

3.2. Priority Retail reserves the right to remove any Allowed Development that is not in compliance with Section 3.1 above or take any other actions it deems reasonable in such circumstances.

3.3. Priority Retail reserves the right to alter, from time to time, the Priority Retail's SDK Tools and/or its abilities or altogether prevent its use, but it is hereby clarified that the Licensee's right to continue using an Allowed Development will not be affected where the Licensee has installed and commenced using such Allowed Development prior to alteration or preclusion of Priority Retail's SDK Tools by Priority Retail.

4. CONTENT

4.1. The Licensee shall be solely responsible for all Content, including with respect to the accuracy, quality and legality of the Content. Priority Retail does not claim ownership or rights over the Content and shall not be responsible for the Content in any manner.

4.2. Notwithstanding anything to the contrary express or implied, if at any time Priority Retail becomes aware that any Content (or any part thereof) may (a) be obscene, defamatory, false or violate any applicable law; or (b) expose Priority Retail 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) remove such Content and notify the Licensee of its removal.

4.3. In the event that the Product is licensed in a 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 date of termination of the License, Priority Retail will provide the Licensee, upon its written request, with an opportunity to download its Content (at the Licensee's cost and expense); (b) Priority Retail reserves the right to permanently delete the Content (or any portion thereof) at any time following said thirty (30) day period.

4.4. The Licensee hereby grants Priority Retail a limited license to access, collect and 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 Retail may publish and disclose to third parties (and with the Licensee) such business insights – 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.

5. PURCHASE ORDERS; FEES

5.1. The Parties may enter into one or more Purchase Orders for Products and/or Services. Each Purchase Order is binding on the Parties and is governed by the terms of this EULA and all applicable Supplemental Terms.

5.2. Licensee will pay the fees set forth in the applicable Purchase Order as per the payment terms specified in the applicable Purchase Order.

6. <u>USE OF THE PRODUCT</u>

6.1. Licensee is not permitted, nor may it permit any of its Affiliates, Authorized Users and/or third parties, to:

6.1.1. Use the Product for any purpose other than for Licensee's or any of its Affiliates' business.

6.1.2. Use the Product in a manner that is contrary to the Documentation or in a way that the Product is not intended to be used.

6.1.3. Cause or permit the transfer, export, loan, lease, or use of the Product to or for the benefit of any third party without the prior written consent of Priority Retail, unless otherwise provided in this EULA or required to be permitted by applicable law.

6.1.4. 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 Product;

6.1.5. Use the Product not in its original form, modify, reverse compile, reverse engineer, disassemble or otherwise attempt to discover the source code of the Software embedded in or provided with the Product, create any derivative works, or otherwise use the Product except as specifically permitted in this EULA or with the explicit written consent of Priority Retail.

6.1.6. Use the Products to conduct any illegal or unlawful activity, solicit any illegal activity, or to engage in any activity that infringes upon the rights of Priority Retail and/or any third party.

6.1.7. Make any copies of Priority Retail's Intellectual Property embodied in the Products – 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 - 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; or (c) the Licensee is explicitly authorized in writing by Priority Retail to make additional copies of Priority Retail's Intellectual Property embodied in the Products.

6.2. In the event that, upon delivery of the Product, Priority Retail provided Licensee with an authorization or activation code or keys for the Product, then Licensee will not attempt to defeat, modify, copy, work around or duplicate any such codes or keys.

6.3. 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 times.

7. <u>TERM AND TERMINATION</u>

7.1. The License commences on the Effective Date, or another date if and as specified in a valid Purchase Order, subject to the approval of or signature on this EULA by Licensee, and shall continue to be in full force and effect until termination or expiration of the applicable License.

7.2. The term of this EULA commences on the date of approval of or signature on this EULA by 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).

7.3. Priority Retail is entitled to immediately terminate the License and/or suspend the right to use the Product(s) and/or block the ability to use the Product(s) (at its sole discretion), in the event of any of the following: (a) noncompliance by Licensee and/or by an Authorized User with the terms of this EULA provided that Priority Retail gives Licensee a written notice seven (7) days in advance of any such action and the noncompliance is not remedied within the aforementioned period (but no such notice is necessary in the event of a non-compliance that cannot be remedied); (b) Licensee and/or Authorized User used the Products to conduct any illegal or unlawful activity, solicit any illegal activity, or to engage in any activity that infringes upon the rights of Priority Retail and/or any third party (for above for the avoidance of doubt and notwithstanding sub-section (a) - such termination or suspension of rights, shall be without any obligation to provide an advanced notice); (c) failure by Licensee to make any of the payments that apply in relation to the License and/or Services on time, for any reason whatsoever, that is not remedied within thirty (30) days from the date on which Licensee is given notice of such failure; and/or (d) 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.

7.4. Upon termination, the License granted to Licensee herein is revoked. Licensee shall immediately discontinue use of all Products in its possession or control.

7.5. Termination of this EULA by Priority Retail for Licensee's breach shall not bar Priority Retail from seeking any other remedy it may have available against Licensee for breach of this EULA. For the avoidance of doubt, Licensee understands and agrees that any invoice which is outstanding at the time of termination shall remain due and payable by Licensee.

7.6. The provisions of sections 4, 6, 7.4, 7.5, 7.6 and 8 through 13 shall survive any termination or expiration of this EULA.

8. **WARRANTY**

8.1. Priority Retail warrants that, at the Effective Date, any Software embedded in or provided with a Product shall materially conform to the specifications set forth in the accompanying Documentation. In the event that Licensee shall notice Priority Retail, following reasonable time of the Effective Date, that such Software fails to conform to the specifications set forth in the accompanying Documentation, then, subject to Priority Retail approving such failure, Priority Retail shall take steps within a reasonable time to ensure conformity. The foregoing warranty excludes (i) Software that is designated by Priority Retail as retired or not generally supported, and (ii) any nonconformity caused by any Maintenance Services provided by an Authorized Solution Partner.

8.2. Priority Retail does not provide any warranty in connection with the Hardware – except where such Hardware is sold or leased to Licensee by Priority Retail, in which case a warranty in connection with such Hardware, if any, shall be as provided by the Hardware manufacturer as forth in the applicable Documentation related to the Hardware.

8.3. Except for the express limited warranties provided herein or in a valid Purchase Order, Priority Retail expressly disclaims all warranties and representations of any kind or nature, whether written or oral, express or implied, including with respect to: (a) merchantability, fitness for a particular purpose or use, title, performance, security, or non-infringement of third party rights; and (b) liability for compliance with applicable law applicable to Licensee, which shall be Licensee's sole responsibility. PRIORITY RETAIL MAKES NO WARRANTY THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR WITHOUT INTERRUPTION. PRIORITY RETAIL DOES NOT WARRANT THAT THE SOFTWARE SHALL OPERATE WITH ANY HARDWARE OR THIRD PARTY SOFTWARE OTHER THAN AS SPECIFIED IN THE DOCUMENTATION.

8.4. Notwithstanding any other provision of this EULA, Priority Retail shall have no warranty obligations with respect to: (i) any Hardware not sold or leased to Licensee by Priority Retail; (ii) the operating system and the build-in software attached to the Hardware; (iii) malfunctions that arise from the use of Software with Hardware that was not delivered or Certified by Priority Retail; (iv) any part or parts of the Software damaged by improper installation or operation, misuse, abuse, negligent use, alteration, modification, development (whether allowed or otherwise), or improper storage, or damaged by use which does not conform to the specific or general instructions provided by Priority Retail in a written form prior to such event or in the Documentation; (v) if Licensee or any party has modified or attempted to modify (including adding additional functionality and/or creating extensions to) the Software or any other use of the Software that is noncompliant with the terms of this EULA; or (vi) if damage has occurred due to causes that are external to the Product.

9. **LIMITATION OF LIABILITY**

9.1. IN NO EVENT SHALL PRIORITY RETAIL AND/OR ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR ANYONE OPERATING ON ITS BEHALF, BE LIABLE FOR: (A) ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR

CONSEQUENTIAL DAMAGES OF ANY KIND; AND/OR (B) ANY LOSS OF INFORMATION OR DATA, OR INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY OR OTHERWISE, EVEN IF PRIORITY RETAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (C) ANY DAMAGES RESULTING FROM USE OF THE PRODUCT NOT IN COMPLIANCE WITH THIS EULA AND/OR THE LICENSE AND/OR (D) ANY THIRD PARTY CLAIMS AGAINST LICENSEE (EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10 BELOW); THAT ARISE FROM OR ARE RELATED IN ANY WAY TO THIS EULA AND/OR THE LICENSE AND/OR THE SOFTWARE AND/OR THE PURCHASE ORDER.

9.2. Subject to the provisions of section 9.1 above, Priority Retail'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 License fees actually paid by Licensee to Priority Retail (under this EULA and any valid Purchase Orders) during the twelve (12) month period preceding the date of the incident for which liability arises from its subscription base Licenses.

10. <u>INDEMNIFICATION</u>

10.1. Subject to the provisions of Section 9 above, if a competent court of law rules in a final and non-appealable judgment that use of the Software constitutes an infringement on the Intellectual Property of a third party ("**Infringement of a Third Party Right**") and, as a result thereof, Licensee is ordered in said judgment to pay compensation to the third party, then Priority Retail will indemnify 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) Licensee notifies Priority Retail, 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 Right ("**Third Party Claim**") and provides Priority Retail with a copy of the Third Party Claim immediately upon receiving it; (b) Licensee cedes to Priority Retail (should the latter so choose) with the complete management of the defense against the Third Party Claim, including conducting settlement negotiations - at Priority Retail's sole discretion; (c) Licensee assists Priority Retail as necessary to manage the defense against the Third Party Demand (should Priority Retail choose to manage it), including providing any document and/or information in Licensee's possession and that may be required to manage the defense against the Third Party Claim; and (d) Licensee will make no admission and will not compromise with the said third party without Priority Retail's prior written consent.

10.2. If a permanent injunction is obtained against Licensee's use of the Software underlying the Product, Priority Retail will obtain for Licensee the right to continue using the Software or will replace or modify the Software to become non-infringing.

10.3. Notwithstanding anything to the contrary herein, Priority Retail will not have any liability or indemnification obligation towards Licensee to the extent that an infringement claim arises out of (i) use of a prior version to the extent that a current version is non-infringing, (ii) failure to use a correction, patch, or new version of the Software offered by Priority Retail that performs substantially the same functions

without Infringement of a Third Party Right, (iii) use of the Software in combination with software, equipment, hardware, data, or products not sold/leased and provided by Priority Retail, (iv) deliverables resulting from Maintenance Services or Professional Services not provided by Priority Retail (including – but not limited to – those provided by Priority Retail's Authorized Solution Partners), (v) any adjustment, modification, alteration, development (whether allowed or otherwise), or configuration of a Software not made by Priority Retail.

10.4. The Parties understand and agree that this Section 10 sets forth the sole and exclusive liability of Priority Retail to Licensee for infringement of third-party Intellectual Property.

11. OWNERSHIP

11.1. All the Intellectual Property in the Product or connected to the Product are and shall remain the sole and exclusive property of Priority Retail. Any Intellectual Property in and to other components contained in the Product, which are not part of Priority Retail's Intellectual Property and to which Priority Retail holds license rights received from third-parties, are owned by their respective owners.

11.2. Priority Retail's Intellectual Property embodied in the Products, including the source and object codes, logic and structure, constitute valuable trade secrets of Priority Retail. Without derogating from the provisions of Sections 6 and 12 to this EULA, Licensee agrees not to disclose or otherwise make available any part of the Priority Retail's Intellectual Property embodied in the Products, including in the Software, to any third party on any basis, except for necessary disclosure for the purposes of the Products' integration with Licensee's IT systems, enhancements and maintenance of any workspace solutions including the Products.

11.3. By accepting the License set forth in this EULA, Licensee does not become the owner of the Product. Licensee shall secure and protect the Product in a manner consistent with the maintenance of Priority Retail's rights in the Intellectual Property embodied in the Products, and shall promptly notify Priority Retail in writing of any infringement or other violation of any Intellectual Property contained in the Product (or any part thereof) to which Licensee becomes aware.

12. CONFIDENTIALITY

12.1. Each Party acknowledges that it, or its employees, officers, agents, and Affiliates (hereafter "**Representatives**"), may, in the course of performing its responsibilities under this EULA, be exposed to or acquire Confidential Information (as hereinafter defined). Any and all information in any form obtained from or on behalf of the other Party in the performance of this EULA shall be deemed to be the Confidential Information of the party providing such information (the "**Disclosing Party**"). The party receiving such Disclosing Party's Confidential Information (the "**Receiving Party**") agrees to hold, and require its Representatives to hold, such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than in connection the Products, Services, and obligations contemplated by this EULA. The Receiving Party acknowledges that disclosure of the Disclosing Party's Confidential Information may cause irreparable injury to the Disclosing Party, and agrees not to make any disclosures of such information without the Disclosing Party's prior written consent.

As used herein "**Confidential Information**" means any and all information of any form obtained by the Receiving Party or its Representatives in connection with the performance of its obligations under this EULA, whether written or oral. All Disclosing Party's Confidential Information which is provided by it and/or learned or acquired by the Receiving Party shall be accepted subject to the terms of this EULA. Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, the following types of information, and other information of a similar nature (whether or not reduced to writing or still in development), relating to the Disclosing Party: Intellectual Property, Software, business or financial information; information relating to business plans or financial matters; work product; marketing techniques, materials and plans; timetables; strategies and development plans.

12.2. 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 Representatives, if and to the extent that such Representatives have a legitimate business need to have access to and knowledge of the Receiving Party Confidential Information and provided that: (i) the Receiving Party shall remain liable for any breach by its Representatives; and (ii) the Confidential Information is limited to such extent necessary.

12.3. 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.

12.4. The foregoing confidentiality obligations will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in violation of this EULA; (ii) becomes available to the Receiving Party from a source other than the Disclosing Party, provided that the Receiving Party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality; (iii) was in the Receiving Party's possession without an obligation of confidentiality prior to receipt from the Disclosing Party; (iv) is independently developed by the Receiving Party without the use of, or reference to, the Disclosing Party's Confidential Information; or (v) is required to be disclosed by a governmental agency or law, so long as the receiving party promptly provides the Disclosing Party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to appropriately limit the scope of such disclosure.

12.5. 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 12.5 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 (at the end of which the Receiving Party shall promptly destroy or delete any such copies).

13. <u>GOVERNING LAW AND DISPUTE RESOLUTION</u>

13.1. Any dispute arising out of, related to, or in connection with this EULA and/or the License, including with respect to the interpretation, performance, breach or termination of this EULA ("**Dispute**") shall be governed, controlled, and interpreted exclusively by and under the laws of the State of Israel, without regard to the conflicts of law provisions thereof.

13.2. The parties hereby expressly and irrevocably submit to the exclusive jurisdiction of the competent courts in Tel-Aviv, Israel, 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 Israeli courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

14. <u>MISCELLANEOUS PROVISIONS</u>

14.1. Neither any of Licensee's rights or obligations under this EULA nor the License nor any other rights hereunder, in whole or in part, shall be assignable or otherwise transferable by Licensee to any third party, either by operation of law or otherwise, without the prior written consent of Priority Retail, and any purported assignment or transfer shall be null and void.

14.2. 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;

14.3. No consent by either party to, or waiver of, a breach of this EULA by the other party, whether express or implied, shall constitute a consent to, waiver of, or excuse for any other different, continuing, or subsequent breach.

14.4. Notices can be sent: (i) to Priority Retail - by email to retailorders@priority-software.com; and (ii) to Licensee - (a) by email to the email address stated in the Purchase Order and/or to other email address that Licensee provides in writing to Priority Retail. Notice 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. Termination notices shall be delivered by email with delivery confirmation to the relevant Party's email address as mentioned above, and shall be deemed to have been delivered to the other party after such confirmation has been received.

14.5. Priority Retail may update this EULA by sending Licensee a notice in accordance with the provisions of Section 14.4 of this EULA, provided any such update does not derogate from Licensee's material rights and from Priority Retail's material obligations.

14.6. The provisions of this is 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.

14.7. The Licensee represent and warrant that the Licensee is authorized and/or has capacity as applicable to enter into and perform this EULA and will be bound by the full terms of this EULA.

By:_____   Date:_____

Name:_____

Title: _____