

## SUPPLEMENTAL TERMS

Version 1.0 | Effective Date: June 8<sup>th</sup>, 2026

### 1. INTRODUCTION

- 1.1 These Supplemental Terms & Conditions (“**Supplemental Terms**”) govern Licensee and each of its applicable Authorized Users’ access to and use of the aiERP Companion (as defined below) made available by Priority Software Ltd. (“**Priority**”) within the System (as defined below).
- 1.2 These Supplemental Terms are incorporated into and form an integral part of the EULA (as defined below). In the event of a conflict between these Supplemental Terms and the EULA, these Supplemental Terms shall govern with respect to the aiERP Companion. Except as expressly set forth in these Supplemental Terms, all other terms and conditions of the EULA, including limitations of liability, disclaimers, limitations, intellectual property provisions and governing law shall apply in full to the aiERP Companion and these Supplemental Terms.
- 1.3 By enabling, accessing, or using the aiERP Companion, Licensee and each of its applicable Authorized Users agree to be bound by these Supplemental Terms and the EULA. If Licensee and/or any of its applicable Authorized Users do not agree to be bound by these Supplemental Terms, they must not access or use the aiERP Companion.

### 2. DEFINITIONS

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

- 2.1 “**aiERP Companion**” means the artificial intelligence conversational interface functionality made available by Priority within the System, including a conversational AI component that receives natural language Inputs and generates ERP Suggested Actions and Outputs, related interfaces, prompts, and any supporting infrastructure, but excluding Licensee’s Content. The aiERP Companion provides generative AI capabilities and ERP assistance as further detailed in Section 3.1 below.
- 2.2 “**AI System**” means any machine-based model, service or system that, for explicit or implicit objectives, infers from Inputs how to generate Outputs such as predictions, content or recommendations, and that forms part of or supports the aiERP Companion.
- 2.3 “**Privacy Addendum and DPA**” means, as applicable, the most current version of Priority’s Privacy Addendum and Data Processing Addendum, , available at <https://www.priority-software.com/terms-erp/>.
- 2.4 “**ERP Approved Action**” means an ERP Suggested Action, that has been explicitly reviewed and affirmatively confirmed by an Authorized User (human) prior to execution, and executed by the aiERP Companion, including to data entry, record creation or modification, query execution, workflow initiation, and report generation or any other action that the aiERP Companion is capable of suggesting and executing within the System, as described in Section 3.
- 2.5 “**ERP Suggested Action**” means any Output which includes operation suggested by the aiERP Companion, including data entry, record creation or modification, query execution, workflow initiation, and report generation or any other action that the aiERP Companion is capable of suggesting or executing within the System. For the avoidance of doubt, non-writing actions, that do not create, modify, update or delete data within the System, including running a report or making a query, are not deemed ERP Suggested Actions and do not require confirmation from an Authorized User.

- 2.6 “**EULA**” means the most current version of the applicable End User License Agreement, based on Licensee’s region, available at <https://www.priority-software.com/terms-erp/>.
- 2.7 “**Input**” means a query, prompt, request or other information, content or material submitted to the aiERP Companion by an Authorized User for the purpose of generating an Output.
- 2.8 “**Output**” means any text, suggestion, response, recommendation, or result generated by the aiERP Companion in response to Input, excluding any ERP Approved Action.
- 2.9 “**Priority Cloud**” means a third-party cloud infrastructure that is used and managed by Priority for hosting and operating the System.
- 2.10 “**System**” means the Software (or any part thereof, including its components and/or any other components provided by Priority), to which Licensee has a valid License.
- 2.11 “**Third-Party AI**” means any AI System provided by a third party and used by Priority in connection with the operation of the aiERP Companion.

Capitalized terms that are used in these Supplemental Terms but are not defined herein shall have the meaning ascribed to them in the EULA.

### 3. DESCRIPTION OF THE aiERP COMPANION

- 3.1 The aiERP Companion. The aiERP Companion may encompass a range of generative AI capabilities designed to assist Authorized Users with their use of the System. The specific capabilities available to Licensee will depend on the version of the System in use and may be updated, expanded, or modified by Priority from time to time in accordance with Section 15 below. These capabilities may include conversational ERP interaction, through which Authorized Users may perform ERP Approved Actions, execute procedures and reports, conduct searches, and navigate forms using natural language. The execution of each ERP Suggested Action requires an explicit approval by an Authorized User prior to execution, as further detailed under Section 5 below.
- 3.2 Credits. The use of the aiERP Companion is subject to a credit-based mechanism, as determined by Priority from time to time. Priority shall have the right to calculate, allocate, and monitor credits. Upon exhaustion of the credits allocated to the Licensee, Priority may automatically suspend or restrict access to the aiERP Companion and/or any of its functionalities, in whole or in part.
- 3.3 The Conversational Interface. The aiERP Companion is designed to receive natural language instructions and generates Output, including ERP Suggested Actions. This may include data entry, query generation, workflow initiation, and record retrieval, which will require approval by an Authorized User in certain circumstances, as further detailed in these Supplemental Terms.
- 3.4 Scope of Operation. The aiERP Companion operates within the scope of the System and the Priority Cloud and does not have access to external networks, systems, or data sources beyond those expressly configured by the Licensee. Notwithstanding the foregoing, the aiERP Companion may access from time to time external and public websites for eliciting information only, limited to external websites determined by Priority.
- 3.5 Data Access Scope. The aiERP Companion operates with the same permissions and privileges, including data access, as the Authorized User who is using it. This means that the aiERP Companion can access, process, and interact with any and all data, records, modules, and functionalities within the System that such Authorized User is permitted to access under their assigned user permissions. Licensee is solely responsible for configuring appropriate user access controls and permissions within the System.

#### 4. INPUT & OUTPUT

- 4.1 **Inputs.** Authorized Users may submit Inputs to the aiERP Companion through the conversational interface. The Licensee is solely responsible for the accuracy, completeness, and appropriateness of all Inputs submitted.
- 4.2 **AI-Generated Content.** For the purposes of these Supplemental Terms, any Inputs and deliverables from an ERP Approved Action shall be considered Content, and all rights, obligations, and restrictions under the EULA with respect to Content shall apply to such Inputs and deliverables from ERP Approved Actions, excluding Section 5.3(a) of the EULA. The aiERP Companion may generate Outputs based on the Inputs provided and the underlying AI System. All Outputs are generated programmatically and are provided for informational and assistive purposes only.

Without derogating from the above it is clarified that Licensee is solely responsible for the usage of any Output and deliverables from an ERP Approved Action, including for any actions taken based on them.

- 4.3 **Chat History.** The aiERP Companion operates on a session-based model. Once the aiERP Companion window is closed or a new session is initiated, Licensee's access to all prior Input and Output history shall not be available for review or retrieval.

#### 5. MANDATORY HUMAN APPROVAL

- 5.1 **Mandatory Human Approval.** The aiERP Companion operations is designed with a mandatory human-in-the-loop mechanism. No ERP Suggested Action shall be executed, committed, or finalized without the explicit prior review and approval and affirmative consent of an Authorized User. This is meant to ensure that an Authorized User retains full control over any operational changes. Licensee shall not attempt to bypass or circumvent the mandatory human-in-the-loop mechanism, including through the use of any third-party AI, scripts, or automated processes.
- 5.2 **Authorized User Responsibility.** By approving any ERP Suggested Action, the Authorized User on behalf of the Licensee assumes full responsibility for that ERP Approved Action, including its accuracy, appropriateness, and any resulting consequences within the System as well as any failure to comply with applicable laws, regulations, or business obligations, and it is the Authorized User's responsibility to review any and all ERP Approved Action.

#### 6. AI SYSTEM GOVERNANCE & DEVELOPMENT PRACTICES

- 6.1 **Responsible AI Development.** Priority has implemented internal governance practices designed to develop and maintain the aiERP Companion in a responsible manner that is designed to support privacy, data security and human-in-the-loop controls.
- 6.2 **Pre-Deployment Review.** Priority conducts a review of AI Systems prior to their deployment in the aiERP Companion, assessing intended use, data handling, accuracy, privacy, data security, and human-in-the-loop controls. Such reviews are designed to identify and mitigate foreseeable risks. Priority conducts an additional review upon any material change to an AI System after deployment, including changes to underlying models, Third-Party AI integrations, or core functionality of the aiERP Companion.

#### 7. COMPLIANCE WITH APPLICABLE AI LAWS

- 7.1 **Priority Compliance.** Priority shall use commercially reasonable efforts to comply with applicable laws and regulations that are applicable to AI and AI governance to the extent such laws, by their terms, are expressly applicable to Priority's provision of the aiERP Companion, including the Regulation (EU) 2024/1689 of the European Parliament and of the Council on Artificial Intelligence, as such laws and regulations may be amended or updated from time to time.

7.2 Licensee Compliance. Licensee shall comply with all laws and regulations applicable to AI to the extent such laws, by their terms, are applicable to Licensee's use and receipt of the aiERP Companion and Outputs and/or impose obligations directly upon Licensee in its role as a deployer or user of AI systems.

Licensee is solely responsible for determining whether its use of the aiERP Companion triggers any regulatory classification, registration, impact assessment, or notification obligation under applicable laws, including ensuring that appropriate human oversight is exercised in its actual use of the aiERP Companion and that Authorized Users review and approve any Outputs or ERP Suggested Actions in accordance with its internal policies, procedures, and for fulfilling any resulting compliance obligations.

## 8. ACCEPTABLE USE

8.1 Permitted Use. The aiERP Companion may be used solely for internal business operations of Licensee and/or its Affiliates and in accordance with the EULA, the Transaction Documents and these Supplemental Terms.

8.2 Prohibited Use. In addition to the limitations detailed under section 3 to the EULA Licensee is additionally not permitted, nor may it permit any Licensee's Affiliate, any Authorized User and/or any other third party, in relation to the aiERP Companion (and for the avoidance of doubt, including any part thereof or any element therein) from doing the following:

- (a) input any unlawful, harmful, defamatory, fraudulent, threatening, abusive, or malicious content;
- (b) use any Output or ERP Suggested Action, whether in raw, processed, or derived form, as training data, fine-tuning data, evaluation data, or benchmark data for any AI model, machine learning system, or large language model, including systems operated by or for Licensee;
- (c) attempt to circumvent, disable, bypass, or otherwise interfere with any human oversight, approval mechanism, safety control, content filter, rate-limiting measure, or any other security feature incorporated into the aiERP Companion;
- (d) use the aiERP Companion or Output to generate or disseminate synthetic media or deepfake content or any other content intended to deceive, mislead, or defraud any individual or entity;
- (e) use the aiERP Companion or Output in any manner that violates any separate Third-Party AI terms;
- (f) use the aiERP Companion for any purpose not expressly authorized under these Supplemental Terms.

## 9. DATA PRACTICES & NO LLM TRAINING ON CONTENT

9.1 No Use of Content for Model Training. Priority confirms that Content - including all Inputs processed through the aiERP Companion - will not be used to train, fine-tune, retrain, benchmark, or otherwise improve any large language model or AI model operated by or on behalf of Priority.

9.2 Third-Party AI Providers. The aiERP Companion may leverage Third-Party AI to process and respond to Authorized User queries in real time. Such Third-Party AI providers are contractually prohibited from using Content for model training purposes. Licensee acknowledges that Licensee's use of the aiERP Companion may be subject to separate Third-Party AI terms that apply to their underlying models and that may impose additional restrictions on permitted use.

## 10. PRIVACY

- 10.1 Personal Data. To the extent that personal data (as defined under applicable data protection laws, including the GDPR, CCPA, Israeli Privacy Protection Law, or other applicable regulations) is processed through the aiERP Companion, such processing shall be governed by the Privacy Addendum and DPA, as applicable.
- 10.2 Data Minimization. Authorized Users are encouraged to avoid inputting unnecessary personal data into the aiERP Companion, and to provide personal data to the extent strictly required to carry out the intended ERP operation.

## 11. THIRD-PARTY AI

- 11.1 Third-Party AI. The aiERP Companion may incorporate or interface with Third-Party AI, including third-party AI models hosted on third-party infrastructure, to process Content and generate Output.
- 11.2 Third-Party AI replacement. Priority may change, replace, or discontinue Third-Party AI providers at any time without notice, provided that Priority's obligations under Section 9.1 (No Use of Content for Model Training) shall continue to apply regardless of any change in Third-Party AI provider.

## 12. DISCLAIMERS

- 12.1 AI OUTPUT DISCLAIMER. PRIORITY DOES NOT WARRANT THAT ANY OUTPUT AND/OR ERP APPROVED ACTION IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR FIT FOR ANY PARTICULAR PURPOSE. THE AIERP COMPANION GENERATES OUTPUTS BASED ON AI SYSTEMS, WHICH MAY CONTAIN ERRORS, INACCURACIES, OR OMISSIONS AND MAY NOT BE UNIQUE; SIMILAR OR IDENTICAL OUTPUTS MAY BE GENERATED FOR OTHER CUSTOMERS OF PRIORITY.
- 12.2 NO PROFESSIONAL ADVICE. NOTHING GENERATED BY THE AIERP COMPANION CONSTITUTES LEGAL, FINANCIAL, MEDICAL, TAX, ACCOUNTING, REGULATORY, OR OTHER PROFESSIONAL ADVICE. THE LICENSEE AND/OR AUTHORIZED USERS AND/OR ANY THIRD PARTY SHOULD NOT RELY ON OUTPUTS AND/OR ERP APPROVED ACTION AS A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OR QUALIFIED EXPERT ADVICE. THE LICENSEE SHALL BEAR SOLE RESPONSIBILITY FOR REVIEWING, VERIFYING, AND EVALUATING ANY OUTPUT (INCLUDING ERP SUGGESTED ACTION) AND ERP APPROVED ACTION BEFORE RELYING ON, IMPLEMENTING, OR OTHERWISE USING IT.
- 12.3 NO GUARANTEE OF AVAILABILITY. PRIORITY SOFTWARE DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE ACCESS TO THE AIERP COMPANION. THE AIERP COMPANION IS PROVIDED "AS IS" AND "AS AVAILABLE" AND MAY BE SUBJECT TO DOWNTIME, MAINTENANCE, OR MODIFICATION AT ANY TIME WITHOUT PRIOR NOTICE.
- 12.4 LICENSEE RELIANCE. LICENSEE ACKNOWLEDGES AND AGREES THAT ANY USE OF OR RELIANCE ON THE AIERP COMPANION AND/OR ANY AI-GENERATED OUTPUT, IN ACCORDANCE WITH THESE SUPPLEMENTAL TERMS, IS AT LICENSEE'S SOLE RISK. PRIORITY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS, DAMAGE, COST, OR EXPENSE OF ANY KIND, INCLUDING LOSS OF DATA, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE OF, RELIANCE UPON, OR DECISIONS OR ACTIONS TAKEN BASED ON OUTPUT AND/OR AN ERP SUGGESTED ACTION, WHETHER OR NOT SUCH OUTPUT AND/OR ERP SUGGESTED ACTION WAS REVIEWED OR APPROVED BY A HUMAN USER.

### 13. USER RESPONSIBILITY

13.1 Licensee's Responsibility. Licensee and each Authorized User are solely responsible for:

- 13.1.1 reviewing all aiERP Companion generated suggestions prior to approval;
- 13.1.2 the accuracy and appropriateness of any data, instructions, or prompts submitted to the aiERP Companion;
- 13.1.3 all ERP Approved Actions and their outcomes within or outside the System;
- 13.1.4 ensuring that use of the aiERP Companion complies with all applicable laws, regulations, and internal policies; and
- 13.1.5 fulfilling any obligations as a deployer or user of AI under applicable AI laws, including conducting any required conformity assessments, impact assessments, or regulatory notifications.

### 14. INTELLECTUAL PROPERTY

- 14.1 Priority Intellectual Property. The aiERP Companion, including all underlying AI systems, software, interfaces, documentation and any other component, is an integral part of the Software. Section 8 of the EULA shall apply to the aiERP Companion without limitation.
- 14.2 Output Ownership. Priority owns all Outputs, including Outputs generated based on Licensee's specific Inputs. The Licensee's retains all rights in and to its Content and Inputs. Subject to the foregoing, the Licensee is granted a limited, non-exclusive, non-transferable right to use Outputs solely for its internal business operations and/or those of its Affiliates.
- 14.3 No rights are granted to Licensee other than those expressly set forth in the EULA and these Supplemental Terms.

### 15. MODIFICATIONS

- 15.1 Supplemental Terms Modifications. Priority reserves the right to update or modify these Supplemental Terms at any time and shall be applicable to the Licensee upon publication of the updates and modifications on Priority's website at <https://www.priority-software.com/terms-erp/>. Licensee will be notified of material changes in accordance with the EULA. Continued use of the aiERP Companion following any modification constitutes acceptance of the updated Supplemental Terms.
- 15.2 aiERP Companion Modifications. Priority may modify, suspend, or discontinue all or part of the aiERP Companion at any time, for any reason, including: (a) to comply with applicable laws, regulations, or orders of competent authorities; (b) due to changes in the availability, cost or functionality of Third-Party AI; or (c) to improve safety, security, or performance. Priority will provide reasonable advance notice of material changes where practicable via the Software's user interface, in accordance with Priority's internal policies. Priority shall bear no responsibility or liability to the Licensee or any of its Affiliates or representatives for any modification, suspension, or discontinuation of the aiERP Companion.

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**BY ENABLING OR USING THE AIERP COMPANION, LICENSEE ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THESE SUPPLEMENTAL TERMS IN THEIR ENTIRETY.**