LIGHTLYTICS SAAS LICENSE AGREEMENT

This SaaS License Agreement, including the exhibits attached or referred hereto (collectively the "**Agreement**"), constitute binding terms by and between **Lightlytics ltd**. (the "**Company**") and the entity executing the corresponding Order Form (the "**Customer**") (each, a "**Party**" and collectively, the "**Parties**"). By signing the applicable Order Form (as defined below), customer acknowledges these terms and represents that **it has fully read and understood, and agrees to be bound by this Agreement (the date of such occurrence being the "Effective Date").**

1.   **License**. Subject to the execution of an Order Form in accordance with the terms and conditions of this Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right and license to remotely access (i.e. on a SaaS basis) and/or use the Company proprietary software product (the "**Software**") during the Term (as defined below), solely for Customer's internal purposes. Unless otherwise indicated, the term "**Software**" also includes any appliance and any manual or documentation ("**Documentation**") provided or made available to Customer in connection with the operation of the Software. Customer may only use the Software in accordance with the Documentation, the Order Form and applicable laws and regulations. Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Software, for ensuring their compatibility with the Software. For purposes hereof, an "**Order Form**" shall mean a written or electronic order form, to which this Agreement is attached or incorporated, and which is executed by the Parties.

2.   **Services**

2.1   The Software may be accessed solely by Customer's employees who are explicitly authorized by Customer to access and use the Software (each, a "**User**"). Customer shall immediately report any unauthorized access or use of the Software to Company. In order to access the Software, Customer and/or its Users may be required to set up an administrative account with Company ("**Account**"). Customer will ensure that the Users comply with the terms of this Agreement at all times; and shall be fully responsible and liable for any breach of this Agreement by a User. Customer shall be further responsible and liable for all activities of its Permitted Users and all activities that occur under or in its Account. Customer will require that all Users keep their user ID and password information strictly confidential. Unauthorized access or use of the Software must be immediately reported to the Company.

2.2   Subject to Customer remaining current all payment obligations under this Agreement, Customer will be entitled to receive the Support Services. During the Term Company **shall provide** support and maintenance services in accordance with Company's Service Level Agreement attached hereto as Exhibit A ("**SLA**"). The **Software, any services detailed in the Order Form, any Professional Services (as defined below) and the services provided under the SLA** shall be referred to as the "**Services**").

2.3   Company is not obligated to provide any Professional Services("**Professional Services**") . Any Professional Services mutually agreed to between the Parties shall be set out in sequential Professional Services Statements of Work to this Agreement (each, a "Professional Services SOW"). Professional Services shall be charged in accordance with such Professional Services SOW. Each Professional Services SOW shall be deemed incorporated into this Agreement by reference. To the extent of any conflict between the terms and conditions of this Agreement and a Professional Services SOW, the former shall prevail, unless and to the extent that the Professional Services SOW expressly states otherwise. In the event Customer wishes to receive any additional services from Company which are not included in the SLA, such as installation, deployment, configuration, customization, integration, training, or other professional services. Customer shall request same from Company in writing, and, subject to Company's agreement in its sole discretion, such Professional Services shall be set out in sequential Statements of Work to this Agreement, as shall be negotiated and executed by both Parties (each, a "**SOW**"). Professional Services shall be charged in accordance with the fees and payment terms specified within the applicable SOW. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a respective SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

3.   **Subscription Fees**. The Services are conditioned on Customer's payment in full of the applicable fees. The fees for the Initial Term (as defined below) are as set forth in the Order Form. Following the Initial Term, Company reserves the right to change its fees prior to the Renewal Term, and Customer shall be informed of such changes via email prior to such changes.

3.1   **Payment Terms** Unless otherwise specified in the Order Form: (i) Customer will pay all amounts due under this Agreement in U.S. Dollars; (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice; and (iii) all fees and other amounts paid hereunder are non-refundable. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one and a half percent (1.5%) per month; or (b) the highest amount permitted by applicable law. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, duties and/or governmental charges, except for taxes based upon Company' net income.

3.2   **Taxes**. Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company's net income. Customer must provide a valid tax exemption certificate if claiming a tax exemption. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it

would have received had Customer not made any such withholding or deduction.

3.3   **Payment Processing**. Customer represents and warrants that all payment and billing information provided is (and will remain) complete and accurate, and Customer has obtained all necessary consents to enable the necessary payment method. If applicable, payment of Fees may be processed through a third-party payment processing service (which will receive and process Customer's billing information), and additional terms may apply to such payments. Customer authorizes Company (and/or its designee) to: (a) request and collect payment (and to otherwise take other billing actions, such as refunds) from Customer on a recurring basis; and (b) make any inquiries Company deems necessary, from time to time, to validate Customer's designated payment method or financial information, in order to ensure prompt payment of Fees (including, but not limited to, for the purpose of receiving updated payment details from Customer's payment, credit card, or banking account provider – such as, updated expiry date or card number).

4.   **Prohibited Uses**. Except as specifically permitted herein, without the prior written consent of Company, Customer must not, and shall not allow any User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publically perform, or display any part of the Software (including by incorporation into its products), or use the Software to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Customer's rights under this Agreement with any third party (including but not limited to offering the Software as part of a time-sharing, outsourcing or service bureau environment); (iii) use any "open source" or "copyleft software" in a manner that would require Company to disclose the source code of the Software to any third party; (iv) disclose the results of any testing or benchmarking of the Software to any third party; (v) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Software's source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms); (vi) remove or alter any trademarks or other proprietary right notices displayed on or in the Software; (vii) circumvent, disable or otherwise interfere with security-related features of the Software or features that enforce use limitations; (viii) export, make available or use the Software in any manner prohibited by applicable laws; and/or (ix) store or transmit any malicious code (*i.e.*, software viruses, Trojan horses, worms, robots, malware, spyware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Software.

5.   **Personal Data**.

To the extent that Customer needs a data processing agreement, Customer shall request Company to provide it with Company's Data Processing Agreement ("**DPA**") and shall return such DPA signed to Company as described therein.

6.   **Mutual Warranties**. Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

7.   **Intellectual Property Rights**.

7.1   The Software is not for sale and is Company's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Software (and any and all improvements, customizations, modifications and derivative works thereof) and any other products, deliverables or services provided by Company, are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in or to the Software other than a limited right to use the Software in accordance herewith. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

7.2   If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding the Software (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

7.3   Any anonymous information, which is derived from the use of the Software (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Software) which is not personally identifiable information ("**Analytics Information**") may be used by Company for providing the Software and its related services, for development, improving the Software and/or for statistical purposes. Such Analytics Information is Company's exclusive property.

7.4   As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Service by or on behalf of Customer or otherwise integrated with the Software via an API, or data belonging to Customer's applications within the environment in which the Software is made available ("**Customer Data**"). Customer hereby grants Company and its affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), perpetual, non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data, including without limitation for Company's provision of the Software and/or related services hereunder.

8.   **Third Party Components**. The Software may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms, which can be provided upon request. If there is a conflict between any open source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third party open source software.

9.   **Confidentiality**. Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of

the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

10.   **LIMITED WARRANTIES**. Company represents and warrants that, under normal authorized use, the Software shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Software in accordance with SLA in case of failure of the Software to perform in accordance with the Documentation desorption. The warranty set forth herein shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Documentation; or (iv) the combination of the Software with equipment or software not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, ITS RELATED SERVICES AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SOFTWARE AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SOFTWARE WILL OPERATE ERROR-FREE. EXCEPT FROM THE WARRNATIES SET FORTH IN THIS AGREEMENT, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON- INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES.

11.   **LIMITATION OF LIABILITY**. WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 12 AND EXCEPT FOR ANY DAMAGES RESULTING FROM: (i) ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, (ii) WILLFUL MISCONDUCT, AND/OR (iii) CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. COMPANY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT.

12.   **Indemnification**.

12.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Software, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"**)**; and Company will pay any damages awarded by court against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

12.2 If the Software becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate this Agreement and Company shall also provide a refund for any amount pre-paid by Customer for such returned Software for the remaining unused period of the license.

12.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Software made by a party other than Company or its designee; (ii) Customer's failure to implement software updates provided by Company specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied by Company.

12.4 This Section 12 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

13.   **Suspension, Term and Termination**. If Company reasonably believes that Customer is using the Software in a manner that may cause harm to Company or any third party then Company may, without derogating from Company's right to terminate this Agreement for any breach hereof, suspend Customer's access to and use of the Software until such time as Company believes the threat of harm, or actual harm, has passed. This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the initial period set forth in the Order Form unless earlier terminated as set forth herein (the "**Initial Term**"). Following such Initial Term, the Agreement shall be automatically renewed at the then-applicable subscription fees for successive one (1) year terms unless terminated earlier as set forth herein and/or either Party provides the other Party with at least a sixty (60) days' prior written notice of non-renewal (each a "**Renewal Term**" and, if relevant, together with the Initial Term, the "**Term**"). Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof. Upon termination or expiration of this

Agreement: (i) Software license granted to Licensee under this Agreement shall expire, and Customer shall discontinue any further use and access thereof; (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer's or any of its representatives' possession or control; and (iii) Company may delete all customer data uploaded on the Software without affecting any of Company's rights to the Analytics Information;. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of liability) shall so survive. If applicable, Customer shall be responsible to download its data from the Software prior to termination of this Agreement.

14.   **Customer Reference**. Customer agrees that Company may use Customer's name and logo to identify Customer as a customer of Company or user of the Software, on Company's web site, marketing materials or otherwise.

15.   **Miscellaneous**. This Agreement, including the exhibits attached or referred hereto and a duly executed Order Form signed by the Company, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. In the event of any inconsistencies between this Agreement and the terms of any duly executed Order Form signed by the Company, the terms of the Order Form shall prevail. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Software by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts of the State of Israel shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. Each Party irrevocably waives its right to trial of any issue by jury.This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (Israel time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (Israel time) and sender receives acknowledgment of receipt. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

EXHIBIT A

LIGHTLYTICS SERVICE LEVEL AGREEMENT

1. Uptime

Lightlytics will use commercially reasonable efforts to make Lightlytics Platform available to Customer at the Uptime Commitment.

"Uptime Commitment" means a Monthly Uptime Percentage of at least 99%.

"Monthly Uptime Percentage" means a percentage of the availability of the Lightlytics Platform during a Measured Period, calculated by dividing the number of minutes (at least 10 consecutive minutes each or longer) in which the Lightlytics Platform is Unavailable, by the total number of minutes in the Measured Period. Measurement of Monthly Uptime Percentage excludes Unavailability resulting directly or indirectly from any Unavailability Exclusions.

"Measured Period" means the total number of minutes in a calendar month.

"Unavailable/Unavailability" refers to a period during which Customer's Users cannot login or access the Lightlytics Platform, for a consecutive period of ten minutes or more.

"Unavailability Exclusions" means any cases of Unavailability resulting from any of the following: (a) Scheduled Unavailability; (b) factors outside of Lightlytics' reasonable control, including without limitation any Event of Force Majeure or limitation or slowdown of Internet access; (c) Customer's (or third party) equipment, software, or other technology; and/or (d) Lightlytics' suspension or termination of Customer's right to access the Lightlytics Platform.

"Scheduled Unavailability" means any Unavailability (a) of which Customer is notified at least forty-eight (48) hours in advance; and/or (b) during a standard maintenance window, as published by Lightlytics from time to time. In either of the foregoing two situations, Lightlytics will use commercially reasonable efforts to ensure that the Scheduled Unavailability falls between the hours of Friday 19:00 PM and Monday 07:00 AM US Eastern time.

2. Technical Support

During the Lightlytics' working hours ("Business Hours"), Lightlytics customer support person shall receive Customer email and phone support or Slack channel requests in connection with Errors (each, a "Support Request"). Lightlytics will:

(A) respond to such Support Request based on the Severity Levels (as determined by Lightlytics) set out in the table below; and

(B) use commercially reasonable efforts to get to Problem Resolution or to provide a workaround for the Error.

"Problem Resolution" means the use of commercially reasonable efforts to resolve the reported Error. These efforts may   include (but are not limited to): configuration changes, patches that fix an issue, and redeploying the Lightlytics Platform.

Support Request Submission

Web: Slack Channel

Email : Support@lightlytics.com or Support agent email

In order to be addressed by Lightlytics, Errors must be verifiable and reproducible. Furthermore, in order for Lightlytics to address a Support Request, Customer must provide Lightlytics with all information, documentation, assistance and access as Lightlytics might reasonably require, including, without limitation:

Each Error for which a Support Request is received by Lightlytics, shall be classified by Lightlytics and assigned a level of severity ("Severity Level"), in accordance with the following criteria:

Severity – 1 Critical

A condition that makes the use or continued use of the Lightlytics impossible.

senior engineers will commence efforts to fix Severity 1 problems no later than 4 hours after Customer's report of such problem or Lightlytics's detection of such problem, whichever is earlier. Lightlytics will use continuous efforts, 24 hours per day, 7 days per week to provide an acceptable workaround or permanent fix for the Priority 1 problem.

Severity – 2 Major

Other than any Severity 1 problem, any condition that makes the use or continued use of any one or more critical functions of Lightlytics difficult and which Customer cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.

Lightlytics will respond to and Lightlytics's senior engineers will commence efforts to fix Severity 2 problems no later than one business day after Customer's report of such problem. Lightlytics will use continuous efforts to provide an acceptable workaround or permanent fix for the Severity 2 problem during normal business hours.

Severity – 3 Minor

Other than any Severity 1 or Severity 2 problem, any limited problem condition that is not critical in that no loss of Customer Data occurs and with which Customer can continue to use Lightlytics without the expenditure of significant time or effort.

Lightlytics will respond to Severity 3 problems within 2 business days after Customer's report of such problem. Lightlytics will prioritize Severity 3 problems alongside other problems and feature requests.

3.   Exclusions

The technical support described above shall exclude Errors resulting from:

(a)   any modifications of the Lightlytics Platform that have not been approved by Lightlytics in advance and in writing.

(b)   Customer's failure to implement in a reasonably timely manner any update or upgrade made available by Lightlytics (or its representative).

(c)   Customer's written instructions to Lightlytics, or installation or set up adjustments made solely by Customer.

(d)   Customer's use of the Lightlytics Platform in violation of the Agreement or of any applicable Laws.

(e)   any fault in any Customer (or third party) equipment, programs, or other goods or services used in conjunction with the Lightlytics Platform; and/or

4.   Customer Responsibilities

(f)   Customer agrees to receive from Lightlytics communications via e-mail, telephone, and other reasonable formats.

(g)   Customer's technical support contact shall cooperate with Lightlytics at all times during the provision of Support Services.

(h)   Customer shall report to Lightlytics all material problems with the Lightlytics Platform and shall implement any reasonable corrective procedures provided by Lightlytics reasonably promptly after receipt; and

(i)   Customer will make available to Lightlytics a remote access solution ("Remote Access") allowing Lightlytics' Customer Success (or similar) team to remotely connect to the Lightlytics Platform and Customer systems.

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