<div align="center">**SOFTWARE SUBSCRIPTION AGREEMENT**</div>

CommX Software (as may be upgraded or updated from time to time, and related services, features or documentation provided by Comm-IT Technology Solutions Ltd., the "**Software**") which you are about to subscribe for is offered for your use pursuant to the terms of this software subscription agreement (the "**Agreement**"). The Agreement is entered between you (both the individual subscribing for the Software and any legal entity on whose behalf such individual is acting) (hereinafter "**Licensee**" or "**You**") and Comm-IT Technology Solutions Ltd. (the "**Company**" or "**Us**"). The Agreement combined with all attached exhibits, referenced documents and orders (collectively, the "**Agreement**") shall govern the Company's provision of a software subscription herein. This Agreement shall become effective on the date of its execution.

BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, OR ANY PART THEREOF, YOU AGREE TO BE BOUND BY THIS AGREEMENT. CLICKING ON THE "AGREE" OR "ACCEPT" BUTTON OR THE ACTUAL USE OF THE SOFTWARE, OR ANY PART THEREOF, YOU SHALL BE DEEMED YOUR CONCLUSIVE ACKNOWLEDGEMENT THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THE AGREEMENT. YOUR ACCESS AND USE OF THE SOFTWARE SHALL BE DEEMED YOUR CONTINUED AND CONCLUSIVE ACCEPTANCE OF THE AGREEMENT AS MAY BE MODIFIED FROM TIME TO TIME BY THE COMPANY. IF YOU DO NOT WISH TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE SOFTWARE.

The subscription rights granted to You herein, shall apply to the subscription You have purchased, whether such subscription was purchased directly from Us pursuant to a subscription order form that is attached hereto or can be found at "_____ [insert link] or purchased via any one of our resellers, promoter, distributor. Once completed and fully executed as required by its terms, the order form shall enter into effect and shall be deed a "**Subscription Order**" as set herein. Each Subscription Order may include the number of users that are allowed to access the Software (if applicable) ("**Users**") and will include the relevant pricing and the subscription period during which You shall have the right to access and use the Software ("**Subscription Term**").

1. Grant of License

    1.1. Subscription License. Pursuant to the terms of this Agreement and the applicable Subscription Order, for the duration of the Subscription Term as set in the Subscription Order, Company shall provide You via the Users with subscription-based access to the Software as set hereunder. Commencing on the start date set forth in the applicable Subscription Order (the "Start Date") and for the Subscription Term, subject to the terms of the Agreement, the Company grants You for the benefit of your Users, a non-transferable, non-assignable (without right of sublicense), non-exclusive, worldwide right to access the Software via up to the number of Users set in the applicable Subscription Order You have purchased. You may access the Software for Your own business use only. During the Subscription Term, the Company reserves the right to update Your Software so that it remains current with the then current version of Software available to the Company's customers generally at no cost. The Software is licensed, not sold, under the terms of this Agreement. Subject to the terms of this Agreement, Your right to use the Software is limited for a use of the Software in its usual and customary user environment as the Software is intended to be used (the "**License**").

2. Software use and Restrictions.

    2.1. The Software is offered as a subscription (Software as-a-Service) however it may be purchased as a License based on on-premises installment if so included in the Subscription Order. The Software is intended for a use in a standard business environment and should be deployed in compliance with standard best practices.

    2.2. Company attempts to provide a fully functioning Software and to eliminate errors in the Software and documentation. Nevertheless, the Company does not warrant that the Software will meet the requirements of any user or that the operation of the Software will be error-free or uninterrupted or that defects in the Software will be amended.

    2.3. Company may update, modify or discontinue offering the Software without any prior notice. If Company delivers a revision of the Software, Licensee agrees and acknowledges that Company shall have no

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responsibility for confirming that the Software is compatible with previously delivered versions of the Software.

2.4. Company may, at its sole discretion and without creating any obligation to continue such services, provide support on a 'best effort' basis for the Software.

2.5. Open Source Software. Certain items included in the Software are open source or free software items and therefor the use thereof is subject to the applicable "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this Agreement. Each item of Open Source Software is licensed under the terms of the Licensee license that accompanies such Open Source Software. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable Licensee license for the Open Source Software. The Open Source Software included in the Software and a link to their applicable licenses can be found at table attached hereto which forms an integral part of this Agreement.

2.6. You may not rent, lease, lend, sell, resell, redistribute, make available or sublicense the Software or any part thereof, or include the Software or any part thereof or id documentation in a service bureau or outsourcing offering. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Software);

2.7. You may not use the Software for any illegal purpose, or in violation of any applicable law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy. You may not post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights.

2.8. You may not remove, alter or delete any copyright notices, proprietary markings or confidential legends placed upon or contained within the Software;

2.9. You may not take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality contained in the Software;

2.10. You may not disclose any results of any benchmark tests, system characterization, data regarding the internal functional mechanisms or comparative analyses, of the Software unless approved in writing by an authorized representative of The Company.

2.11. You may not (a) make the Software, its documentation or any part thereof available to anyone other than the Authorized Personnel (as defined below), or use any of the Software for the benefit of anyone other than you or you affiliates (b) transmit through the Services infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) knowingly transmit through or otherwise expose the cloud environment (if applicable) or the Software files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the cloud environment, Software or another's computer, (e) interfere with or disrupt the integrity or performance of any Software or data contained therein, (f) attempt to gain unauthorized access to any of the Software or its related systems or networks, (g) permit direct or indirect access to or use of any of the Software in a way that circumvents a contractual usage limit, or use any of the Software to access or use any of the Company's intellectual property except as permitted under this Agreement or an applicable purchase order, (h) frame or mirror any part of any Software, other than framing on your own intranets or otherwise for its own internal business purposes or as expressly permitted in writing by Company.

3. Termination.

Without prejudice to any other rights, the Company may terminate this Agreement upon a seven (7) day prior written notice for any or no reason, and in addition this Agreement shall immediately terminate if Licensee fails to comply with the terms and conditions of this Agreement. In such event, Licensee must uninstall the Software and destroy all copies of the Software. The parties' rights and obligations which, by their nature, would continue beyond the termination of this Agreement, including but not limited to those rights and obligations of the parties set forth in Sections 4 (Proprietary Rights), 5 (Confidentiality), 8 (Limitations of Liability), 9 (Release) and 10 (Miscellaneous) will survive such termination, cancellation or expiration.

4.   Proprietary Rights.

4.1.   Company exclusively and unrestrictedly retains ownership, reserves all Intellectual Property Rights in the Software and all modifications, improvements, reports, recommendations and inventions in connection with the Software and all intellectual property rights therein (the "**Developments**"), whether prepared by Company or Licensee. Licensee assigns to Company all of its ownership rights in the Developments and shall cooperate with the Company as reasonably required to perfect such assignments.

4.2.   In this clause - Intellectual Property Rights means any common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto ("Intellectual Property Rights"). Subject to the limited rights expressly granted hereunder, no rights are granted to Licensee hereunder other than as expressly set forth herein. License reserves all rights, title and interest in and to its data, other software excluding the Software or Developments.

5.   Confidentiality; Data Protection and Privacy.

5.1.   Confidential Information. In connection with the Agreement, each of the parties may disclose to the other party information that relates to the disclosing party's or disclosing party's customers' business operations, financial condition, customers, products, services, or technical knowledge ("Confidential Information"). Except as otherwise specifically agreed in writing, each party agrees that: (a) all information communicated to it by the other in connection with the Agreement and identified as confidential, (b) any information exchanged between the parties in connection with Customer's purchase of any additional Services, and (c) all information communicated to it that reasonably should have been understood by the receiving party, because of confidentiality, descriptions or similar legends, the circumstances of disclosure or the nature of the information itself, to be confidential to the disclosing party, will be Confidential Information and will be deemed to have been received in confidence and will be used only for purposes of the Agreement. Company Confidential Information includes the Software, Services, Fees, the terms of the Agreement, development plans, and any security specifications, reports or assessments related to the Software, Company or its Cloud Hosting Providers. Customer Confidential Information includes Customer Data.

5.2.   Standard of Care; Third Parties. Each party, including all Affiliates and Users, will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Each party may disclose relevant aspects of the other party's Confidential Information to its employees to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under the Agreement; provided, however, that Customer shall ensure that its Affiliates and each User shall comply with these confidentiality provisions. All third persons engaged by any party shall be in compliance with this Section 5.

5.3.   Exclusions; Permitted Use. This section will not apply to any particular information that either party can demonstrate (a) was, at the time of disclosure to it, in the public domain, (b) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party, (c) was in the possession of the receiving party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation, (d) was received after disclosure to it from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to it, or (e) was independently developed by

or for the receiving party without use of the Confidential Information of the disclosing party. In addition, a party will not be considered to have breached its obligations under this Section 7 for disclosing Confidential Information of the other party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that promptly upon receiving any such request, and to the extent it is legally permissible, such party advises the other party prior to making such disclosure and provides a reasonable opportunity to the other party to object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information.

5.4. Unauthorized Access. Each party will: (a) notify the other party promptly of any material unauthorized possession, use, or knowledge of the other party's Confidential Information by any person that may become known to such party, (b) promptly furnish to the other party details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information, (c) use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights, and (d) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, use, or knowledge of Confidential Information.

5.5. To the extent that Company will have access to Personal Data (as defined in the Israeli Protection of Privacy Law, 5741-1981), Company shall (i) implement and maintain reasonable and appropriate physical, technical and organizational security measures to ensure lawful processing of Personal Data and safeguard it from unauthorized, unlawful or accidental processing, access, disclosure, loss, use, alteration or destruction; and (ii) and hold the Personal Data in complete confidence and disclose the Personal Data (if permitted under applicable Data Protection Laws) solely to its applicable personnel that have a "need to know" basis, who are subject to appropriate confidentiality obligations that continue to apply once the processing activities have ended.

6. Injunctive relief

The Licensee understands that any violation of this Agreement would subject the Company to irreparable injury. Therefore, in addition to any remedies otherwise available, the Company will be entitled to injunctive relief or equitable relief as well as monetary damages as may be deemed proper or necessary by a court of competent jurisdiction.

7. Disclaimer of Warranty.

THE SOFTWARE IS PROVIDED "AS IS". COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES OR CONDITIONS WITH RESPECT TO THE SOFTWARES OR THE USE OR OPERATION THEREOF, WHETHER EXPRESS, IMPLIED, AND STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IT IS CLARIFIED THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE SOLELY BY THE LICENSEE.

8. Limitation of liability.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, OR ANY OTHER DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN

NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY YOU UNDER THIS AGREEMENT OR THE APPLICABLE PURCHASE ORDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

9. <u>Release; Indemnification</u>

9.1. YOU RELEASE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHODLERS, AGENTS AND AFFILIATES, HARMLESS FROM ALL LIABILITIES, CLAIMS, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY'S FEES RELATED IN ANY WAY TO YOUR USE OF THIS SOFTWARE OR RELATED DAMAGES.

9.2. Company will defend, indemnify you and hold harmless from and against any claim by a third party alleging that the Software, when used as authorized under the Agreement, (a) directly infringes such third party's patents, copyrights, or trademarks, and (b) in relation to such claim, Company indemnify and hold harmless Customer from any damages and costs finally awarded or agreed to in settlement by Company (including reasonable attorneys' fees). Company will indemnity under this Section is contingent upon Licensee (a) promptly gives Company written notice of the Claim, (b) gives Company sole control of the defense and settlement of the Claim, (c) gives Company all reasonable assistance; and (d) such Claims were finally awarded by a competent tribunal/ instance. If Company receives information about an infringement or misappropriation claim related to the Software, Company may in its discretion and at no cost to you (i) modify the Software, so long as such modification does not materially alter the functionality of the original Software (ii) obtain a license or other right to use for your continued use of that Software in accordance with this Agreement, or (iii) terminate your subscriptions for that Software upon 30 days' written notice and refund you any prepaid fees covering the remainder of the term of the terminated subscriptions.

9.3. The above defense and indemnification obligations do not apply if the Claims resulting and/or arising from one or more of the following: (1) an allegation which does not state with specificity that the Software is the basis of the Claim; (2) any operation, interfacing, use or combination of the Software or any part thereof with software, hardware, data, or processes not provided by Company, if the Software or use thereof would not infringe without such combination; (3) Software under a purchase order for which there is no charge; (4) content, a non-Company's application or your breach of this Agreement, the Software's documentation or an applicable purchase order; (5) use of the Software by you not strictly in accordance with its written instructions of the Software or its related documentation; (6) any alterations, modifications or adaptations to the Software performed by you and/or anyone other than the Company; (7) where you continues allegedly infringing activity after being notified thereof in writing; or (8) any use of third party's Software and/or open source in connection with the Software.

9.4. The indemnity in this Section 9.2 states the Company's entire liability and obligation and your sole remedy for any claim for infringement of a third party's Intellectual Property Rights.

10. <u>Software Support</u>

10.1. <u>Standard Support</u>. The Company shall provide Software support services for the Customer during its normal business days and hours. Standard support includes assistance with software inquiries, bug fixes, patches, and access to online documentation and knowledge base resources. The Company shall make reasonable efforts to respond to support requests within a reasonable timeframe, considering the nature and urgency of the reported issue.

10.2. <u>Extended Support</u>. The Customer may purchase extended support, if purchased in the applicable Subscription Order and under the terms and pricing therein. Extended support may include, but is not limited to, extended hours of support, product configuration and set up services, priority handling of support requests, dedicated support personnel, or access to advanced technical assistance. The details, scope, duration, and pricing of extended support are specified in the applicable Subscription Order. The provision of extended support is contingent upon the Customer's timely payment of any associated fees.

10.3. Software support services are subject to reasonable use and appropriate utilization of the Software by the Customer and excludes any problems or bugs caused due to Software customization, modifications made by the Customer or third parties, or issues arising from the Customer's non-compliance with the Company's recommended Software requirements or usage guidelines.

10.4. Company reserves the right to modify or amend the terms and conditions of Software support, including the availability, hours, or scope of support services. In the event of any changes to the support services, the Company shall provide the Customer with reasonable notice in advance.

11. <u>Miscellaneous.</u>

11.1. Public Announcements. Unless otherwise agreed by the parties in writing, Customer grants Company the right to use Customer's name, logo, trademarks, quotes, and/or trade names in press releases, product brochures, sales presentations, financial reports, webinars, and on its websites indicating that Customer is a customer of Company. All other public statements or releases require the mutual consent of the parties.

11.2. Relationship of the Parties. The parties agree they are independent parties. Neither party shall be considered to be a partner, joint venture, employer, or employee of the other under the Agreement. The Agreement creates no agency in either party, and neither party has any authority whatsoever to bind the other party in any transaction or make any representations on behalf of the other party.

11.3. Notice. Any notice or demand which is required to be given under the Agreement will be deemed to have been sufficiently given and received for all purposes when delivered by hand, email, or courier, or five (5) days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the address, or the e-mail address identified in the applicable Order, and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

11.4. Assignment. Neither party may assign the Agreement, or any of its interest herein, without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a party's business related to the subject matter of the Agreement or any merger, sale of a controlling interest, or other change of control of such party. In the event of assignment as mentioned in the previous sentence, the assigning party shall provide written notice as soon as is reasonably practicable. The Agreement applies to and binds the permitted successors and assigns of the parties.

11.5. Force Majeure. Neither party will be in default or otherwise liable for any delay in or failure of its performance under the Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, or failures or delays in transportation or communications (each, a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of the Agreement.

11.6. Further Assurances. The parties shall reasonably cooperate with each other to provide such further assurances as may be reasonably required to better evidence and reflect, or to show the ability to carry out the intent, purposes, and obligations of the Agreement.

11.7. Entire Agreement. On the Effective Date, the Agreement supersedes all previous discussions, negotiations, understandings, and agreements between the parties with respect to its subject matter, including any non-disclosure agreements and/or obligations which will be expressly superseded in their entirety by this Agreement. No oral statements or material not specifically incorporated herein will be of any force and effect. With the exception of any terms or conditions associated with additional Services available for purchase via Company's website that have been accepted or acknowledged (electronically or otherwise) by Customer or a User, no changes in or additions to these Master Terms and Conditions will be recognized unless incorporated herein by amendment and signed by duly authorized representatives of both parties. The application of Customer's terms and conditions in any purchase order are hereby expressly excluded and objected to by Company. If there is any inconsistency between the terms of this Agreement and the terms of any Orders or other documents referenced in this Agreement or an Order, this Agreement shall have priority and then the express terms of an Order.

11.8. Waiver. The waiver by either party of a breach or violation of any provision of the Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

11.9. Unenforceability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of the Agreement, which will remain in full force and effect and enforceable in accordance with its terms. With respect to any unenforceable provision, the applicable arbitrator or court shall deem the provision modified to the extent necessary, in such adjudicator's opinion, to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.

11.10. Governing Law. This Agreement shall be governed by the laws of the State of Israel regardless of conflict of law rules. Any dispute arising out of or in connection with this Agreement shall be brought only in courts in Tel Aviv, Israel, which have exclusive jurisdiction over such disputes.