Last Updated: May 12, 2025

1. **Ownership and Right of Use**

   1.1. The system and all developments, modifications, and/or adjustments that will be made to the system ("**Adjustments**") for the client will be the exclusive property of RAIZIT PARTICIPATORY TECHNOLOGIES LTD ("**The Company**"). The Company grants the client a personal, non-exclusive, non-transferable, non-sublicensable right of use during the term of the agreement, with unlimited scope of use (provided that the use is lawful) of the system and adjustments for the internal needs of the client and for the purpose of the client's connection with its community not for profit purposes, in exchange for the payment of the amounts specified above.

   1.2. The Company will be entitled to embed various technologies in the system for collecting non-identifiable information about users of the system, including but not limited to cookies, pixels, logs, and other technologies as they may change from time to time and to collect through them non-identifiable information regarding the system, its use, and the users of the system, including but not limited to browser type, IP address, server source, date and time of each user request, user behavior patterns, interests, time spent on pages, keywords, statistical data, user numbers, usage volumes and/or characteristics of such use, ongoing information about user feedback regarding the use of the system, and more (hereinafter: "**Non-Identifiable Information**").

   1.3. The Company will be the owner of the Non-Identifiable Information and shall have the right to use the Non-Identifiable Information for any purpose, at its sole discretion. The client will be provided with access to the Non-Identifiable Information through the Google Analytics system.

   1.4. Without derogating from the provisions of the agreement, the client undertakes to provide the necessary notifications and obtain the required consents regarding the collection of the Non-Identifiable Information as specified above and its use by the Company as detailed in the agreement. Subject to the Company's request, the client will transfer to the Company confirmation of the above.

## 2. **Responsibility and Support (SLA)**

2.1. The following terms in this proposal shall have the meanings specified next to them:

- "Regular Operating Hours" - Sunday to Thursday, 07:30-18:00

- "Operating Hours on Friday and Holiday Eves" - Fridays and holiday eves, 08:00-13:00.

- "Non-Critical System Fault" - Any malfunction, error, bug, defect, corruption, disruption, or failure in the system.

- " Critical System Fault" - A fault causing the shutdown of system usage.

2.2. Critical System Faults

2.2.1 As part of the ongoing support, the Company will commence repairing any Disabling Fault within two hours of receiving notification of the Disabling Fault.

2.2.2 The Company will act continuously and vigorously, including during operating hours on Friday and holiday eves, to repair the Disabling Fault until the system is restored to normal operation and will allocate all necessary resources for handling the matter.

2.2.3. If the Company provides a workaround that resolves the Disabling Fault, it will continue to address the Disabling Fault that received a workaround as a regular fault until a full and permanent solution is provided.

2.3. Non-Critical System Faults

2.3.1. The Company will begin addressing any fault that is not a Disabling Fault within 24 hours of notification, in accordance with the regular operating hours. The Company will act continuously to correct the fault and will take all reasonable measures for its repair.

2.3.2. The client must cooperate with the Company and its relevant representatives when requesting a response and/or regarding issues related to interfaces with the client's existing systems.

2.4. Support will be provided to the client, and the client is responsible for providing support to the end users.

2.5. Server maintenance will be carried out at the Company's expense.

2.6. The Company will perform backups every 24 hours, during the night.

2.7. Modifications and adjustments to the system will require a review of additional costs; if such costs are required, they will be priced at 350 ILS per programmer hour and 300 ILS per designer hour, or through a separate price quote agreed upon by both parties based on the scope of work required.

2.8. The client's request regarding the following faults is not included in the scope of responsibility: (1) Responsibility for correcting faults caused due to acts and/or omissions by the client and/or anyone on its behalf and/or a third party not on behalf of the Company performed contrary to the Company's instructions; or (2) If it is found that the faults in the system were caused by actions not performed by the Company and/or its representatives and from software or components not provided by it, and/or due to network/server failures/communication failures and/or third-party products not provided by the Company.

2.9. The system supports popular devices, operating systems, and browsers. The Company will provide the client with a list of such devices, operating systems, and browsers.


3. **Payment Terms**

3.1. If VAT or any other tax is payable by law, it will be paid by the client.

3.2. Delay in payment of the invoice and/or any other payment shall bear full indexation plus a monthly late payment interest rate.

3.3. An invoice for the service will be issued close to the system going live.


4. **General Conditions**

4.1. The services will be provided to the client by the Company through its service providers as an independent contractor, and no employer-employee relationship will be established between the Company or its employees and the client.

4.2. This specific agreement is adapted and submitted for the client's exclusive use. The content of the agreement or any part of its details may not be transferred to any other entity without the Company's approval. Any delivery or transfer to a third party will be considered a breach of this agreement in bad faith.

4.3. It is hereby clarified that notwithstanding any provision in any law, (1) the Company shall not be liable for indirect or consequential damages caused to the client and/or any third party, including loss of income, prevented profit, loss of data, idle time; if for any reason the Company is liable for any damage under law in connection with this proposal, its liability for compensation/indemnity will be limited to the total cumulative amount of the full consideration actually paid to it under this proposal for the six months preceding the cause of the claim; (2) the Company is not responsible for content uploaded by end users of the system, and the client alone shall bear responsibility for publications made by end users of the system and/or in connection with damages caused as a result of such publications.

4.4. Any dispute, conflict, or disagreement between the parties, including, without limiting the generality of the foregoing, any matter relating to the interpretation, implementation, cancellation, or validity of this proposal and the engagement of the parties following it, which cannot be resolved by agreement within 30 days from the date of a written demand by either party, shall be brought for resolution before a single arbitrator whose identity will be determined in accordance with the following rules: (1) the parties will attempt to agree, in good faith, on the identity of the arbitrator; (2) if the parties do not succeed in agreeing on the identity of the arbitrator or if the arbitrator does not accept the appointment within ten (10) days from the first request to appoint an arbitrator, the parties will apply to the Chairman of the Israel Bar Association, who will determine the identity of the single arbitrator; (3) an arbitrator appointed by the Chairman of the Bar Association must meet at least one of the following criteria: (a) a retired Supreme Court judge or a retired President of a District Court, or (b) an Israeli attorney holding a partnership position in one of the 20 largest law firms in Israel and who was admitted as a member of the Bar Association at least 15 years before the date of the appointment. The decision of the Chairman of the Bar Association regarding the appointment shall be binding upon the parties. The arbitration shall be conducted according to the following rules ("Arbitration Rules"): (1) The arbitrator shall be released from procedural rules and the rules of evidence but shall be subject to substantive law and must provide reasons for his decision; (2) The arbitration shall take place in Israel and in the Hebrew language; (3) The

parties shall equally bear the fees of the arbitrator and all arbitration expenses until the final decision of the arbitrator, subject to the arbitrator's determination in the arbitration award regarding the division of arbitration costs between the parties; (4) The arbitrator may issue a declaratory judgment, a mandatory order, an injunction, a specific performance order, or any remedy that a court is authorized to issue, and he may also issue an interim ruling deciding on part of the arbitration issues; (5) The arbitrator shall render his arbitration award within 90 days from the date of submission of the last pleadings by the parties; (6) An appeal against the arbitration award may be filed before a single additional arbitrator, only once, within 15 days from the date of the first arbitration award, and the arbitration rules shall apply in connection with the appeal, provided that the arbitration award in the appeal shall be final and not subject to further appeal. This section shall be regarded as an arbitration agreement between the parties. The parties shall be entitled to request any legal remedy from the competent court in Tel Aviv-Jaffa in the event of a breach or suspicion of a breach of this proposal, including an injunction and a restraining order, without being required to resort to arbitration. The parties shall keep absolutely confidential any information related to the arbitration.

4.5. The Company may offer the client, from time to time, within the scope of the services, general templates of Terms of Use and Privacy Policy for the client's customers (collectively, "Documents"). Without derogating from the client's obligations under this agreement, the client confirms and undertakes regarding the Documents, as follows: (1) The Documents are offered and provided to the client for convenience only. The client is not obligated to use any specific version of any Document, and he may use or not use the Documents, in whole or in part, or use other documents not provided by the Company, at his sole discretion. (2) The Documents provided by the Company are general and generic documents, which are not tailored to any specific company, including the client. (3) The Company shall not be responsible in any way for the suitability of the Documents to the client, the applicable law, and the regulations applicable to the client. (4) The offering and/or provision of the Documents to the client do not constitute a recommendation, legal service, or legal advice by the Company, nor a statement or representation that such Documents are suitable for the client's needs, his services, or products, or comply with the applicable laws. The client alone shall be solely responsible for their correctness, legality, and suitability to the client, his products, and services. The client shall also obtain appropriate legal advice regarding the Documents. (5) The Documents are provided as-is without any warranty of any kind. Any use of the Documents or reliance upon them shall be

solely and entirely at the client's own risk. The client hereby fully, completely, and irrevocably releases the Company from any liability of any kind for any direct or indirect damage and any expense associated with such damage that may be caused to the client or anyone on his behalf as a result of the use of the Documents and/or reliance upon them.

4.6. Any change or addition to this proposal shall be made in writing and signed by both parties only.

4.7. A party to the agreement may not assign or transfer his rights and/or obligations under this proposal to others, except with the prior written consent of the other party, who may refuse for reasonable grounds only, in writing. The provisions of this section shall not apply to a change of control in either party, the sale of all assets of the assigning party, and the transfer to a related company.

4.8. The system will include a note that it is supported by the Company, through the words "**Powered by Raizit**" below the client's logo.

4.9. The client confirms receipt of a digital invoice.

4.10. The Company is entitled to publish the implementation of the project.