

D'PROS SERVICE LEVEL AGREEMENT ("SLA")

1. This SLA shall be subject to and governed by D-Pro Innovation Ltd. (the "**Company**") End User License Agreement, as in effect (the "**EULA**"). In case of contradiction between the provisions of this SLA and the EULA, the provisions of the EULA shall prevail, unless explicitly stated otherwise in a written agreement signed by Company and Licensee. All capitalized terms not otherwise defined herein, shall have the meaning ascribed to it under the EULA.

SERVICES

Subject to the terms hereunder and the payment of the applicable Software License Fees, Service Provider shall provide Customer with the following services (the "**Services**"):

(a) **Maintenance Services**. If and when an Update and/or a Version Upgrade (as such terms are defined below) is developed by the Company and is intended to be provided to its customers, then Company and/or Service Provider shall make sure that such Update and/or Version Upgrades shall be available to Licensee. Service Provider shall be responsible for the installation and testing of any Updates and Version Upgrades. For the removal of doubt and subject to Service Provider's support service obligations herein, it is clarified that Service Provider is not under an obligation to develop or release any Update or Version Upgrade.

Licensee acknowledges and agrees that, in addition to the provisions of this SLA, any Updates and/or Version Upgrades will also be subject to and governed by the provisions of the EULA.

"**Update**" shall mean an update to the Software and related Documentation.

"**Version Upgrade**" shall mean a major Software release that replaces the existing Software version with a new version of the Software.

(b) **Support Services**. Service Provider shall provide Licensee with support services to verify that the Software is in material compliance with the Documentation (the "**Support Services**"). The Support Services shall include (i) correction of any malfunction of the Software; (ii) render telephonic or other electronic support to the Licensee (including response to calls or inquiries from the Licensee) with respect to the Software; and (iii) ascertaining the nature of operational Problems.

In response to Licensee report of a Problem, Service Provider will make reasonable efforts to provide a Fix or Work-Around (as such terms are defined below) for reproducible Problems or, in the case of a failure to do so, will make reasonable efforts to connect via remote control or any video conference platform to the Licensee's applicable and designated SAP system (development system, quality assurance system or production system, as the case may be) which correlates with the applicable SAP software with respect to which the Software was installed, in order to provide such Fix or Work-Around, or, in case of failure to do any of the above, then Service Provider shall provide such required Services at Licensee's premises. Each report of a Problem must be accompanied by opening a support ticket and provide information sufficient to enable Service Provider to verify the Problem, including but not limited to the input data that generated the Problem.

"**Fix**" shall mean a modification or addition that when made or added to the Software, or a deletion that when made from the Software, establishes substantial conformity of the Software with the Documentation.

“**Problem(s)**” shall mean any failure of the Software to perform substantially in accordance with the Documentation.

“**Work-Around**” shall mean a technically feasible change in the operating procedure of a Software whereby the effects of a Problem on the normal operation of the Software are reasonably minimized.

The Support Services, with respect to a Problem, will be provided in accordance with the priority levels and response times set forth below. For the purpose hereof, a “**Response Time**” means that Service Provider will, within the timeframes listed below, report-back to Licensee in an attempt to provide Licensee an assessment or evaluation of the Problem. After responding to Licensee, Service Provider will, taking into consideration the relevant priority level, aim to provide a Fix or Work-Around as quickly as reasonably possible.

Service Provider will have a support team available to answer Licensee’s questions during business hours – 09:00 to 17:00, GMT+3 at the Business Days (as defined below) (the “**Business Hours**”).

“**Business Days**” are Sunday through Thursday which are not a holiday in Israel. The telephone number and website address for requesting supports are as follows: Tel: +972528127771; Support portal: <https://support.d-pro.biz>.

24/7 support will be provided for “Very High Level Problems” (as defined herein) only.

Licensee shall designate in writing at least one (1), and up to three (3), contact persons to request and receive telephone, e-mail or remote access Support Services from Service Provider. Licensee support inquiries shall be initiated through these contacts only. Licensee shall notify Service Provider in writing of any changes to the designated Licensee contacts.

Tier	Priority Level	Response Time
Tier 4	Very High Level Problem – means a Problem that is business-critical, has serious consequences for business operations and requires an immediate solution.	Service Provider’s staff available 24 hours per day, 7 days per week. Response within an average of 4 hours via telephone or remote access (requires remote access software). Initial reporting of the problem via service ticket.
Tier 3	High Level Problem – means a Problem that causes business operations to be seriously threatened and urgent tasks cannot be executed.	Service Provider’s staff available during Business Hours. Response within an average of 8 hours (only on Business Hours) via telephone or remote access (requires remote access software). Initial reporting of problem via service ticket.
Tier 2	Medium Level Problem – means that a Problem causing the business operations to be affected.	Service Provider’s staff available during Business Hours. Response within an average of one (1) Business Day (only on Business Hours) via telephone or remote access (requires remote access software). Initial reporting of problem via service ticket preferred.

Tier 1	Low Level Problem – means a Problem that has little influence on business operations and does not hinder daily operation.	Service Provider’s staff available during Business Hours. E-mail response within two (2) Business Days (only on Business Hours). Initial reporting of Problem via service ticket preferred.
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(c) **On-Site Support** reimbursement of cost and expenses by Costumer.

(d) **Special Services.** At Service Provider’s sole discretion, Service Provider may make reasonable efforts to respond to requests by Licensee for Maintenance and Support Services not specifically provided for herein, for an additional fee as shall be determined by Service Provider. Licensee acknowledges that any such special services, if provided, shall be provided at Service Provider’s then current rates, terms and conditions for such services.

3. **SERVICE EXCLUSIONS**

Service Provider shall have no obligation to provide the Services for or in connection with Problems caused by any of the following:

- (a) Software changed or modified other than as specifically approved in writing by the Company;
- (b) Use of the Software other than in strict accordance with the Documentation;
- (c) Software installed on any hardware or used in combination with any other software, except as specified in the Documentation;
- (d) Introduction of data into any database used by the Software by any means other than by use of the Software;
- (e) Misuse of the Software, whether through negligence or accident;
- (f) Problems resulting from hardware or software not supplied by Service Provider;
- (g) User errors, including without limitation problems caused by incorrect set up, host data, user actions in conflict with the Documentation and/or failure to perform required administrative duties (such as back up, purges, modifying data, etc.);
- (h) Network problems, including without limitation problems with routers, segments, hubs and switches;
- (i) Support environment failures – failures of any external support connections from Licensee to computer systems maintained by Licensee or any third party, including without limitation power outage or component failure; and
- (j) Problems resulting from damage caused by computer virus or similar malicious code contained in a Software through no fault of Service Provider.

A determination by Service Provider that a Problem is not covered by this SLA can be made at any time prior to resolving the Problem. If Service Provider demonstrates to Licensee that the Problem is excluded from the scope of Services, Service Provider will be entitled to invoice Licensee on a time and materials basis at Service Provider’s then prevailing rates for any work

performed by Service Provider in connection with Service Provider's efforts to resolve the Problem.

4. **CUSTOMER RESPONSIBILITIES**

Licensee will take all actions reasonably necessary to assist Service Provider in identifying and reproducing (if applicable) Problems, and shall provide Service Provider with all reasonable and necessary assistance in providing Support Services. Licensee agrees to notify Service Provider promptly following discovery of the failure of a Software to substantially conform to the Documentation.

Without derogating from the generality of the foregoing and as a condition to the provision of the Support Services by Service Provider, Licensee shall maintain an active path of connectivity between Service Provider and Licensee for Service Provider to use, if applicable, in providing the Services.