MAINTENANCE AND SUPPORT SERVICES AGREEMENT

This Maintenance and Support Services Agreement including the attached Exhibits ("**Support Agreement**") is made effective on _____, 2025 (the "**Effective Date**") by and between Kitov AI Ltd. ("**Seller**") and _____ ("**Customer**"). Seller and Customer have entered into an agreement for the purchase by Customer of Seller's proprietary Product(s) comprising of both hardware and software components (the "**Product(s)**" and the "**Customer Agreement**" respectively). The terms of this Support Agreement are in addition to the terms contained in the Customer Agreement. In the event of a conflict or inconsistency between the terms of this Support Agreement and the Customer Agreement, the terms of this Support Agreement will govern with respect to the subject matter hereof.

1. **Maintenance and Support Services**

Subject to the terms hereof, Seller shall provide the services described in this Support Agreement ("**Services**") with respect to the Product purchased pursuant to the Customer Agreement. The Services cover in full Seller's warranty undertakings set forth in the Customer Agreement (and are not in addition to them). Other support services or professional services may be ordered from Seller at Seller's price list under a separate agreement, or as an on-demand service.

2. **Definitions**

2.1. "**Business Day**" means Monday through Friday, except for public holidays in Israel and the Customer's country.

2.2. "**Customer's Personnel**" means Customer's technical personnel or subcontractors authorized by Seller which completed the Training.

2.3. "**Error**" means any reproducible failure in Seller's Product that causes the Product to fail to comply substantially with the Product's specifications.

2.4. "**First Level Support**" means the Product's support, maintenance and correction of Errors performed by Customer's Personnel.

2.5. "**Hardware**" means the Product's hardware components, which include the robot, camera and controllers, including firmware components contained within these components.

2.6. "**Onsite Support**" means providing Services at the Customer's premises in which the Product is located, if required, by Seller's personnel.

2.7. "**Priority A Error (Critical)**" means an Error that renders a Product inoperative or causes a Product to fail (Product down).

2.8. "**Priority B Error (Moderate)**" means an Error that substantially degrades the performance of a Product or materially restricts Customer's use of a Product.

2.9. "**Priority C Error (Minor)**" means an Error that causes only a minor impact on the performance of a Product or of Customer's use of a Product.

2.10. "**Remote Support**" means providing Services by Seller's personnel to Customer's personnel over the telephone at the phone number provided by Seller or by other communication means defined by Seller. The Remote Support services may include Hardware and/or Software support subject to the Support Package (defined below) purchased by the Customer.

2.11. "**Software**" means the Product's software components.

2.12. "**Spare Parts Kit**" means spare parts for the Product as listed by Seller for the use of Customer's Personnel in providing the First Level Support or by Seller's personnel in providing the Services.

2.13. "**Support Package**" means the applicable optional support package (Gold, Silver, Bronze) as set out in this Agreement.

2.14. "**Training**" means Seller's training course for Customer's Personnel, which shall be performed in Israel for a period and in a scope as shall be determined by Seller, in order to qualify Customer's Personnel to provide First Level Support for the Product at Customer's premises.

2.15. "**Updates**" means all corrections (including bug fixes) and new releases of the Software component, which are generally made available to Seller's supported customers at no additional cost or for media, delivery and handling charges only. Updates shall not include any options or future products, which Seller sells separately.

2.16. "**New Versions**" means all new versions, new releases and major enhancements of the Software that Seller makes generally available to its customers.

3. **The Services**

3.1. Services Scope. Subject to the payment of the consideration under this Agreement, Seller shall provide the Services as detailed in this Support Agreement and according to the Support Package, which was subscribed and paid for by the Customer, provided that the Product for which the Services are requested includes the unmodified version of the Software's most current release.

3.2. For the avoidance of doubt, professional services are not included, and may be provided by Seller at Seller's then current rates. This Agreement does not include supporting Customer's inspection plan development.

3.3. Support Package. The Support Packages are as detailed in the table below:

Bronze	Silver	Gold
• Hardware warranty (section 3.10 below); • Annual preventive maintenance and onsite calibration testing (once a year); • On-site calibration in required cases.	Everything in Bronze , plus: • Updates and New Versions; • Online application support to resolve false alarms and misdetections.	Everything in Silver, plus: • On-site calibration in required cases (typically after changing the optical head, a major crash issue, or after the annual calibration testing);

3.4. Training. Seller shall provide the initial Training to Customer's Personnel in order for such Customer's Personnel to provide First Level Support to the Product at Seller's then current price list. Any additional training may be purchased by Customer subject to Seller's then-current price list and policy. Customer is required to maintain a sufficient number of competent Customer's Personnel to provide First Level Support.

3.5. Spare Parts Kit. In order to provide efficient and timely support Seller recommends that Customer shall purchase and maintain the Spare Parts Kit, in accordance with Seller's list provided to Customer, such Spare Parts Kit dedicated for Customer's provision of First Level Support.

3.6. Customer's First Level Support. In providing First Level Support, Customer shall use only Customer's Personnel which have completed the Training. Customer is responsible to perform First Level Support in accordance with the following procedure: (i) For each Error, Customer's Personnel will send an e-mail to the Seller's Technical Support email (support@kitov.ai) (the "**Support Email**") describing the details of such an Error.; (ii) Customer's Personnel will work to resolve the Error in accordance with their Training, Seller's training materials and the Product's documentation. Where applicable, Customer's Personnel shall use the Spare Parts Kit to replace malfunctioning parts to resolve an Error. Any use of the Spare Parts Kit shall be promptly reported by Customer to Seller through the Seller's Technical Support mailbox. Customer is responsible to update Seller through the Support Email on the status of the correction efforts of the Error and whether the Error was resolved or not.

3.7. Remote Support Service Levels. If Customer's Personnel cannot resolve the Error after performing First Level Support, it will request Seller's Remote Support assistance, using the Support Email, in accordance with the Remote Support Service Levels below (Gold – for hardware and software Errors; Silver – Software Errors; Bronze – Hardware Errors). Seller shall provide the Remote Support during the hours 8:00-18:00 during Business Days in accordance with the chart below.

	Priority A Errors (Critical)	**Priority B Errors (Moderate)**	**Priority C Errors (Minor)**
Response Times (for initial response)	8 hours	8 hours	48 hours
Error Correction Procedure	(i) Assign senior engineer to correct the Error (ii) Provide Customer with periodic reports on the status of the correction efforts of the Error (iii) Exercise all commercially reasonable efforts on an urgent first priority basis to provide Customer with the correction of the Error. Correction shall include reducing the Error to a Moderate Error.	Commercially reasonable efforts to provide Customer with the correction of the Error	Seller may provide an interim workaround or patch and apply the correction of the Error in an Update

If Seller exceeds the committed Response Times for a service call, then Customer shall be entitled to a credit for one day of Services, with a maximum credit not to exceed 50% of that month's Support fees. In order to receive this credit, Customer must submit a written request to Seller within 10 Business Days of the incident specifying the problem and the response times. This credit shall be applied against the next payment due for Support fees. This is Customer's exclusive and only remedy for Seller's failure to meet the response times.

3.8. Onsite Support. If Remote Support did not resolve a Priority A Error (Critical) within two Business Days, Seller will send technical personnel to Customer's premises within four Business Days to provide Onsite Support. Customer will cover all travel, accommodation, and other per-diem expenses incurred in the provision of the Onsite Support.

3.9. Replacement of Hardware parts. As part of the Gold and Bronze Support Package, if a Hardware failure is identified by Seller, Seller may provide a replacement of such a Hardware component to Customers who have purchased Gold Services

Coverage or Bronze Services Coverage. Where applicable, Seller will use commercially reasonable efforts to provide such Replacement within four Business Days, subject to the applicable third party supply lead times. Customer agrees to return the replaced parts to Seller.

3.10. Responsibilities for Problems Not Caused By Product Error. If Seller believes that a problem reported by Customer may not be due to an Error in the Product, Seller will so notify Customer. At that time Customer may (i) instruct Seller to proceed with problem determination at Customer's possible expense as set forth below or (ii) instruct Seller to cease with problem determination. If Customer requests that Seller proceed with problem determination at Customer's possible expense and Seller determines that the problem was **not** due to an Error, Customer shall pay Seller, at Seller's then-current consulting rates, for all work performed in connection with such problem determination, plus reasonable related expenses incurred therewith. If Customer instructs Seller to cease with problem determination, or if the problem determination requires efforts in excess of Customer's instructions, Seller may, at its sole discretion, elect not to investigate the problem without liability.

3.11. Severity Levels. Where a severity level entered by Customer is not deemed to be in accordance with the definitions of this Support Agreement, Seller shall have the right to change the severity level provided that Seller shall advise Customer of such change.

4. **Exclusions and Limitations.** The Services under this Support Agreement exclude, and Seller shall have no responsibility hereunder to support or to provide any services with respect to, any and all of the following: (i) defects resulting directly from Products that have been abused, damaged, modified, altered or misused, including inadequate maintenance or calibration, by any person or entity while in Customer's possession; (ii) usage by Customer or any one on its behalf of software, parts or supplies not supplied by or approved (including in the documentation) by Seller, or any use, handling, or maintenance of the Product by individuals who have not been trained or certified by Seller or its authorized representatives; (iii) improper site preparation, maintenance that do not conform to Seller site requirements under the Customer Agreement; (iv) virus, infection, worm, or similar malicious code not introduced by Seller; (v) requirements not specified in accordance with the Customer Agreement.

5. **Customer Responsibilities**

As a condition to Seller's performance of its obligations under this Support Agreement, the Customer shall have the following responsibilities:

5.1. Software/Data Backup. It is the Customer's responsibility to complete a backup of all existing data, software, and programs connected to the Products prior to Seller performing any Services. SELLER WILL NOT BE RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, SOFTWARE OR LOSS OF USE OF PRODUCT(S) OR NETWORK.

5.2. Grant of Access. Customer shall grant Seller access to the Product, the data on it, and all Hardware and Software components, for the purpose of providing the Services, including without limitation, when providing Remote Support and Onsite Support. Without derogating from the above, where the Services require Onsite Support, Customer must provide free, safe and sufficient access to Customer's facilities and to any associated computer equipment on which the Product is installed. Sufficient access includes ample working space, electricity, VPN and a local telephone line.

5.3. Cooperate with Seller Remote Support and Onsite Support. Customer agrees to fully cooperate with and follow the instructions given by Seller through the Remote Support and the Onsite Support.

5.4. Third Party Warranties. The Services may require Seller to access hardware or software that is not provided by Seller as part of the Product. Some manufacturers' warranties may become void if Seller or anyone else other than the manufacturer works on the hardware or software. It is Customer's responsibility to ensure that Seller's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. SELLER DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE SERVICES MAY HAVE ON THOSE WARRANTIES.

6. **Consideration**. Annual Support fees shall be charged to Customer and paid by Customer to Seller at Seller's then current price list.

7. **Term and Termination**. This Support Agreement shall have a term of one year from the Effective Date and shall automatically renew for additional consecutive one year terms unless terminated by either party upon 30 days written notice to the other party prior to the applicable renewal date.

8. **General**. Seller shall not be liable for any failure or delay in performance under this Support Agreement due to causes beyond its reasonable control. Customer agrees that any information received pursuant to this Support Agreement shall be deemed to be subject to the non-disclosure obligations set forth in the Customer Agreement. This Support Agreement constitute the entire agreement regarding Seller's provision of Services to Customer including under Seller's warranty undertakings set forth in the Customer Agreement, and may be amended only by a written instrument executed by the authorized representatives of both parties. This Support Agreement is governed and construed solely in accordance with the laws of the State of Israel without giving effect to its conflicts of law principles. All disputes arising out of or in connection with this Support Agreement will be settled exclusively by a court of competent jurisdiction in Tel Aviv, Israel.