

## VIGDU TECHNOLOGIES LTD

### GENERAL TERMS AND CONDITIONS

#### 1. General

The following general terms and conditions of sale (the "**General Conditions**") shall apply to all matters regarding the sale of Products (as defined below) by Vigdu Technologies Ltd. ("**Vigdu**") to the Purchaser indicated in the purchase order attached herewith ("**Purchaser**") and are made an integral and inseparable part of the Contract (as defined below). Purchaser's consent to these General Conditions is a condition precedent to the acceptance by Vigdu of any purchase order issued by Purchaser. No terms or conditions set forth in the Contract with Purchaser or in any future correspondence between Purchaser and Vigdu shall alter or supplement these General Conditions unless both parties have specifically agreed in writing to its modification.

Neither Vigdu's commencement of performance nor delivery of any Product or component thereof shall be deemed or construed as acceptance of Purchaser's additional or different terms and conditions. By purchasing and using Vigdu products, Purchaser agrees to be bound by the terms and conditions of these General Conditions. If Purchaser does not agree to the terms of these General Conditions, Purchaser may not buy or use Vigdu's products and Purchaser should notify Vigdu within seven days of any objections to any part rejected by it. Should Purchaser fail to do so, then Purchaser's purchase or use of Vigdu's products shall be considered as a full consent to these General Conditions.

A purchase order issued by Purchaser for the purchase of Products and/or Services shall be binding on Vigdu only upon its written acceptance by Vigdu's designated personnel ("**Order Confirmation**").

#### 2. Definitions

- 2.1. Contract: The purchase order and Order Confirmation between the parties concerning the supply of Vigdu's Products, with all appendices, including agreed amendments and supplements to said documents.
- 2.2. Products: Vigdu's hardware and / or software to be supplied to the Purchaser, as specified in the Contract.
- 2.3. Software: The software embedded by Vigdu or its authorized agents within the Product or provided by Vigdu or its authorized agents as driver software for use in connection with the Product.
- 2.4. EULA: Vigdu's standard End-User License Agreement, which governs the licensing and use of the Software.
- 2.5. Services: the services to be supplied to Purchaser as specified in the Contract.
- 2.6. Parties: Vigdu and the Purchaser.
- 2.7. Effective Date: date of receipt by Purchaser of Vigdu's Order Confirmation.

#### 3. Prices, Taxes, Terms of Payment

- 3.1. All prices quoted with respect to the sale of the Products and/ or Services to Purchaser are as specified in the Contract and are exclusive of and do not include any of the following: (i) all transportation, shipping and insurance costs and expenses, and (ii) any applicable taxes, charges, duties, customs, levies, certifications and/or authorizations, including without limitation state, local, excise, value-added, use, import, withholding and sales taxes which, to the extent applicable, should be added at the applicable rate to the prices quoted in the Contract and shall be fully assumed and paid by Purchaser.

- 3.2. Payment terms are as specified in the Contract and unless otherwise specifically agreed in writing, all payments must be made through irrevocable confirmed documentary credits ("L/Cs"), or direct money transfer to Vigdu's bank account, in the form and substance acceptable to Vigdu's finance department.
- 3.3. Any delay of payment by Purchaser of more than 7 days shall bear interest of one and one-half percent (1.5%) per month payable in arrears, accruing from the date the amounts were originally due until the date Vigdu actually received the due amounts.
- 3.4. Without derogating from the above-stated in Section 3.2, if Purchaser has not paid the amount due to Vigdu within 30 days from date of payment specified in the Contract, VIGDU may at its own discretion, without derogating from any other legal rights and/or remedy (i) claim compensation from the Purchaser; (ii) demand full payment (together with any interest accruing thereon) from Purchaser for all Products quoted in the Contract, prior to effecting any shipment of any Products; (iii) suspend or terminate the Contract by written notice to the Purchaser or (iv) use any shut-off devices either remotely or otherwise in order to shut down the Products and/or any part thereof after giving the Purchaser prior written warning.
- 3.5. Monetary obligations of Purchaser according to the Contract cannot be set off and/or upheld in any manner or event and shall survive termination or expiration of the Contract until receipt of full payment by Vigdu.

#### 4. Retention of Title, Passage of Risk & Use of The Products

- 4.1. Subject to Section 10 hereof (titled "Proprietary Rights") the Products shall remain the sole property of Vigdu until the whole consideration for the Products has been paid in full to Vigdu.
- 4.2. Risk of loss shall pass to Purchaser Ex-Works (Incoterms 2010) Vigdu's designated warehouse.
- 4.3. The Products and any part thereof are provided for Purchaser's use only as an end-user in the Territory in which the Purchaser operates only and may not be used by, sublicensed to, re-sold to, rented to or distributed by the Purchaser to any other party, without Vigdu's prior written consent.

#### 5. Changes / Rescheduling

- 5.1. **Rescheduling.** Request for changes in delivery schedule shall be made in writing by Purchaser. With regard to expedite scheduled delivery date, Vigdu has the absolute right to agree or disagree to Purchaser's request to ship the Products earlier than the original scheduled delivery date indicated in the Contract. If Vigdu disagrees, then the original scheduled delivery date shall apply. As to postponing scheduled delivery dates, Purchaser May i) upon at least thirty (30) days' written notice prior to the scheduled delivery date. Orders may, however, be rescheduled only once. Rescheduling of shipment or any part thereof without the stated written notice shall be of no effect and shall not bind Vigdu in any manner, unless it has agreed to it specifically and in writing.
- 5.2. **Changes in Orders.** There will be no changes in Orders 45 days prior to the scheduled delivery date. Any decrease of Products will be considered as a partial cancellation; Changes in configuration or increase in quantity are subject to Vigdu's written approval and may cause at least 30 days delay in shipment, all as per the specific case.

#### 6. Delivery

- 6.1. Vigdu shall be entitled to provide and invoice partial deliveries and partial services and to modify the materials of the products to be delivered without the consent of the Purchaser, provided that this does not alter the properties or functionality of the products.
- 6.2. Deadlines set for deliveries can only be observed if all provisions, documents, permits and releases to be supplied by the Purchaser are received in due time and if the agreed payment terms, including advance payments and all other obligations required for the delivery are fulfilled. Otherwise, the delivery deadline will be extended by a reasonable period of time.
- 6.3. The delivery deadline shall be considered observed if the delivered item is dispatched or the Purchaser has been notified of the readiness for shipment in good time.

- 6.4. In case of labor disputes, measures by public authorities, force majeure or the occurrence of similar events that provably interfere with the supply availability by Vigdu, the delivery deadline shall be extended by a reasonable period of time.
- 6.5. If the promised service is not available, because Vigdu has not been supplied by its sub-suppliers, Vigdu shall be entitled to provide a service equivalent in quality and price. Should this also be impossible, Vigdu may rescind the Contract. In such a case, Vigdu shall notify the Purchaser of the non-availability without delay and immediately reimburse any payments already made by the Purchaser.
- 6.6. Claims for damages by the Purchaser due to delayed delivery or claims for damages in lieu of performance shall be excluded in all cases of delayed delivery, even upon expiration of a reasonable period of time set for delivery. This shall not apply if there is compulsory liability in cases of wrongful intent and gross negligence. Except in the case of defects of quality, the Purchaser can only rescind the Contract if Vigdu is responsible for the breach of duty. The above provisions shall not involve a change in the burden of proof to the detriment of the Purchaser.
- 6.7. At Vigdu's request, the Purchaser is obliged to declare, within a reasonable period of time, whether the Purchaser is withdrawing from the Contract due to the delayed delivery or insists on the delivery to be carried out.
- 6.8. The risk shall pass to the Customer if the delivered item is dispatched or has been collected, even if delivery has been agreed to be free of transportation charges.

## 7. Interoperation and Installation

- 7.1. **Interoperation.** Purchaser will only operate the Product in accordance with Vigdu's written specifications, operation manuals and reference environment requirements. An "alteration" is defined as any change to any Product of Vigdu, which deviates from Vigdu's physical, mechanical or electrical hardware design, whether or not additional devices or parts are required. An "attachment" is defined as the mechanical, electrical or electronic interconnection of non- Vigdu equipment and devices to a Vigdu Product. The Purchaser agrees to accept the responsibility for making any such alteration or attachment for its use and shall be solely responsible for the results obtained therefrom.
- 7.2. **Critical Applications.** Purchaser acknowledges that the Products licensed under this Agreement are intended for standard commercial use and agrees that such Products shall not be licensed or otherwise distributed for use in any critical applications requiring fail safe performance in which a Product failure could cause personal injury or death. Purchaser agrees to indemnify and hold Vigdu harmless from any damages or liability arising out of Purchaser's use, licensing or other distribution of the Products for such purposes and otherwise in violation of the terms of this Section.
- 7.3. **Installation.** Purchaser will, at its own expense and responsibility, install, integrate and configure each unit of Product purchased by it on-site, unless otherwise expressly agreed in the Contract that Vigdu will carry out the installation services at the customer's sites.

## 8. Change In Products; Discontinuance

- 8.1. Vigdu may, at any time, upon sixty (60) days' prior written notice to Purchaser, change the specification of or discontinue any or all of the Products. Vigdu will be free to substitute components or manufacturing processes and make other changes in the Product(s) and/or its specification which do not materially alter the form, fit or function of the Product at any time and without any prior notice.

## 9. Termination

- 9.1. Vigdu may cancel the Contract (and the delivery of Products pursuant thereto) by submitting written notice to the Purchaser, upon: 1) the insolvency of the Purchaser, or the commencement by or against the Purchaser of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of debtors, or the appointment of any receiver, trustee or assignee to take possession of the properties of the Purchaser, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment, or the liquidation or dissolution of the Purchaser; or 2) a material

breach or default by the Purchaser in the performance of its respective duties, obligations or undertakings set forth in these General Conditions and/or in the Contract, upon written notice from Vigdu notifying the Purchaser of the specific breach or default involved, if within thirty (30) days after such notice the Purchaser has not remedied the breach or default; or (3) assignment by the Purchaser of the Contract and/or these General Conditions or its obligations hereunder or thereunder (or any part thereof), contrary to the terms of these General Conditions without Vigdu's prior written approval. Vigdu will not incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the Purchaser (or for any other compensation to the Purchaser) arising from or incident to any termination of the Contract by Vigdu that complies with the terms of these General Conditions, whether or not the Purchaser is aware of any such damage, loss or expense. The Purchaser acknowledges and agrees that the termination of the Contract is not the sole remedy under the Contract and, whether or not termination is effected, all other remedies available to Vigdu as a result of any breach or non-performance by the Purchaser will remain available to Vigdu. For the purposes of this section, a "material breach" includes any default in payments by the Purchaser of more than seven (7) days.

- 9.2. Termination or expiration of the Contract and these General Conditions shall not affect any rights of Vigdu accrued up to the date of such termination or expiration and Purchaser shall not be relieved of its payment obligation for any sums due to Vigdu for Products or services covered by purchase orders accepted prior to termination or expiration, including without limitation, the rights set in Section 3.4 hereof.
- 9.3. These General Conditions shall automatically terminate upon cancellation by Vigdu of the Contract as above-mentioned.

## 10. Proprietary Rights

- 10.1. All rights, title and interest in any and all intellectual property or technology embedded or embodied in the Products and the Software, including, without limitation, related documentation copyrights, patents, trademarks, trade names, service marks, trade secrets, production manuals, know-how, logos, inventions, design rights, web site, documentation and other proprietary rights (collectively "IP Rights") with respect to the Vigdu Products and/or Software are and shall be at all times the sole and exclusive property of Vigdu and its licensors. Except for the limited rights expressly granted pursuant to Section 11 hereof, if any, nothing in these General Conditions shall transfer to Purchaser or any third party any IP Rights. All rights not expressly granted herein are hereby reserved to Vigdu and its licensors.
- 10.2. Purchaser will not remove any proprietary markings for any IP Rights embodied or used in the Product. Purchaser acknowledges and agrees that the IP Rights are of substantial economic value to Vigdu, that their continued exploitation is conditional upon precluding their dissemination and that use of them by any unauthorized person or for unauthorized purposes will cause Vigdu substantial damage.
- 10.3. All provisions of this section shall survive termination of the Contract and these General Conditions.

## 11. Software License

- 11.1. The Products and the Software may only be used subject to the terms and conditions of the EULA. Unless otherwise specifically stated, Software delivered under these General Conditions is licensed under the EULA solely for use in the Product in which it is embedded or with which it is intended to be used as driver software. Except as expressly provided in the EULA, Software may not be copied, altered, modified, disseminated, de-compiled, disassembled or reverse engineered in any manner. Any attempt to do so shall be deemed as material breach of the Contract, and notwithstanding any provisions herein, shall immediately terminate all license rights granted to Purchaser hereunder (or pursuant to the EULA), and shall immediately entitle Vigdu to any and all of Vigdu's remedies hereunder and/or such remedies that may exist at law or equity. In addition, any attempt or action by the Purchaser to sell, transfer, lease or convey the Products and/or Software and/or any parts thereof to any third party without having first obtained Vigdu's prior written consent will immediately void the EULA and the End-User's right to use the Software and Vigdu may use any of the means at its disposal to terminate and cancel the Software License and shut-off the use of the Software after having first sent the Purchaser or User prior written warning.

11.2. In the event that Purchaser resells or otherwise distributes any Vigdu Software (including the Software embedded in the Products) to any third party, without Vigdu's prior written consent, such third party buyer will have no right to use the Vigdu Software unless it approached Vigdu in writing and agrees to sign and execute a new EULA, upon terms and conditions as will be determined by Vigdu at that time.

## 12. Warranties

12.1. Vigdu warrants that the Products will, when properly installed, conform at the Effective Date to Vigdu's published specifications and that the Products and any parts thereof, will be free from defects deriving from wrong workmanship and faulty materials under normal use and service, for a period of thirty six (36) months following the date of delivery Ex-Works (Incoterms 2010) Vigdu's designated warehouse, in accordance with Vigdu's standard Warranty Terms and Conditions.

12.2. This warranty shall not cover defects due to circumstances beyond Vigdu's control, as well as the following: (1) use of the Product for purposes other than that for which it is designed according to the Specifications; (2) alterations and attachments; (3) failing to maintain a suitable environment; (4) tampering with or attempting to repair the Products other than through Vigdu; (5) Purchaser negligence of any kind; (6) improper maintenance, abuse or failure to implement any updates furnished. (7) Damage during transportation and storage and/or accidental breakage (8) Incorrect installation and/or commissioning, (9) Incorrect use and/or inappropriate operation, (10) Environmental damages and/or neglect, misuse, abuse, vandalism or accident; (11) Modifications and/or repair attempts (12) Failure to follow the installation manual and/or the maintenance regulations, (13) Failure to observe the applicable country and region safety and/or other regulations (14) Insufficient ventilation of warranty entitlement (15) Lightning, overvoltage, storm, fire, flood and other force majeure (16) Grid Power failure, electrical spikes or surges (17) Other events beyond the Vigdu's control. are not liable for any expense, liability or responsibility.

12.3. Vigdu's entire liability and Purchaser's exclusive remedy for breach of the warranty hereunder shall be as follows: Purchaser's sole remedy in the event that any Product fails to conform to the Specification will be to return such Product for repair or replacement as set forth in accordance with Vigdu's 'Vigdu Limited Warranty' document which applies on the Contract with Purchaser. For any other claim concerning performance or non-performance by Vigdu pursuant to, or in any other way related to the subject matter of these General Conditions, the Purchaser's damages, if any, shall be limited to those actually proven as directly attributable to Vigdu and shall be subject to the limits set forth hereunder in these General Conditions.

12.4. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, VIGDU DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED ON THE PRODUCTS AND SOFTWARE FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT, OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR BY USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VIGDU DOES NOT WARRANT: (1) THAT OPERATION OF ANY OF THE PRODUCTS OR THE SOFTWARE SHALL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR (2) THAT THE PRODUCTS OR THE SOFTWARE SHALL MEET PURCHASER'S OPERATIONAL REQUIREMENTS. VIGDU'S WARRANTY OBLIGATIONS HEREUNDER SHALL BE VOID IF THE PRODUCTS, THE SOFTWARE, OR ANY PORTION THEREOF IS MODIFIED IN WHOLE OR IN PART WITHOUT VIGDU'S PRIOR WRITTEN CONSENT.

## 13. Limitation of Liability

13.1. Vigdu's maximum aggregate liability (if any) for direct or indirect damages to the Purchaser or to any other third party for any cause whatsoever, and regardless of the form of action (including, but not limited to liability(ies) arising out of contracts, negligence, misrepresentation, strict liability in tort or warranty of any kind), shall be limited to the purchase price actually paid by Purchaser to Vigdu under the Contract.

Claims that go beyond the above liabilities, including but not limited to claims for compensation for direct and/or indirect costs and/or, losses and/or damages, shipping costs, travel and accommodation costs will not be covered Vigdu, and Vigdu will not be subject to any liability. Vigdu is not liable for any expense, liability or responsibility incurred for repairs made by or for customer without Vigdu written authorization. Warranty claims will not be honored if the type and/or serial number of the product has been altered, removed or made illegible.

THE MAXIMUM LIABILITY OF the MANUFACTURE UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MANUFACTURE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

13.2. In no event will Vigdu be liable for any damage to or destruction of Purchaser data, information, files or data bases.

13.3. IN NO EVENT WILL VIGDU AND/OR ANY PERSON ACTING ON ITS BEHALF BE LIABLE FOR ANY DAMAGES CAUSED BY OR TO PURCHASER, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES OR ANY OTHER THIRD PARTY ON ITS BEHALF, FOR ANY LOST PROFITS, LOSS FOR USE, INTERRUPTION OR BUSINESS OR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF VIGDU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE PURCHASER BY ANY OTHER PARTY.

#### 14. Force Majeure

14.1. Vigdu shall not be responsible for any delay (whether material or not) in or failure of shipment or delivery or other duties hereunder due to any occurrence commonly known as force majeure, including, without limitation, acts of G-d, any governmental body (de jure or de facto) or public enemy, riots, terrorist activities, hostilities, embargoes, strikes or other concerted acts of workmen (whether of Vigdu or others), casualties or accidents, deliveries or transportation and shortages of cars, fuel, power, labor or materials, or any other causes beyond Vigdu's control, which prevent or hinder the design, manufacture or delivery of Products (without regard to the availability of the Products in the market) or the performance by Vigdu of any of its obligations hereunder.

14.2. Vigdu shall give Purchaser notice in the event of any one or more of the foregoing occurrences. Upon such notice Vigdu may, at its option, cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences and in such event Vigdu shall have no liability to Purchaser.

#### 15. Applicable Law and Jurisdiction

15.1. These General Conditions and the Contract shall be governed by and construed exclusively in accordance with the laws of the State of Israel without regard to the principles of conflict of laws. Any and all disputes and controversies arising out of or in connection with the Contract and/or with these General Conditions shall be brought exclusively before the competent courts of Tel-Aviv, Israel. The parties hereto irrevocably consent to the exclusive jurisdiction of the court specified above and expressly waive any objection to the jurisdiction or convenience of such courts, provided however that nothing in this Section shall prevent or restrict Vigdu from seeking interim relief in any jurisdiction as it may deem fit.

#### 16. GENERAL

16.1. Purchaser is solely responsible for obtaining all required regulatory or governmental approvals for the use of the Product or any part thereof, and undertakes to comply with all material provisions of any applicable laws, regulations and orders on the export/import and re-export of commodities, technical data and software to the extent such apply on the purchase by Purchaser of the Products from Vigdu under the Contract.

16.2. All Products and Software exports will be made under the authorization and control of Israel export laws and regulations, as the case may be. Purchaser agrees to comply with Israel export control laws, regulations and requirements and such export and/or import control laws of other countries that may be applicable to Purchaser. They may not be resold, diverted, transferred, transshipped, or otherwise be disposed of in any other country, either in their original form or after being incorporated through an intermediate process into other end-items, in violation of applicable law, including the Export Control Regulations administered by Israel Department of Commerce, Department of Defense or any other applicable authorities or by the Israeli relevant governmental authorities. Purchaser shall not, without prior written consent of Vigdu and the relevant governmental offices knowingly re-export, export, or ship, or cause to be re-exported, exported, or shipped, directly or indirectly, any technical or non-technical data, information, materials or products obtained from Vigdu or from an associated company of Vigdu, or any direct or indirect product thereof, to any country to which, under the laws of Israel, Vigdu is or may be prohibited from exporting its technology or

its products/software. Purchaser shall indemnify, defend and hold harmless Vigdu with respect to any and all loss or damages, including attorney's fees incurred by Vigdu in defending its actions, associated with Purchaser's violation of the Israeli export control laws, regulations and requirements and such export and/or import control laws of other countries that may be applicable to Purchaser.

16.3. The Contract and these General Conditions are not assignable by Purchaser without the prior written consent of Vigdu. These General Conditions and the Contract shall apply to and bind any successors or assigns of the parties hereto. Vigdu may assign these General Conditions and/or the Contract, or any part thereof and shall notify Purchaser in writing after having made such assignment.

16.4. In the event any provisions of the Contract and/or of the General Conditions is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted therefor.

16.5. No waiver of any rights arising under these General Conditions shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under these General conditions shall operate as a waiver of any such right, power or remedy.

16.6. These General Conditions (including the Contract and all exhibits attached thereto, if any) set forth the entire agreement between the parties hereto on the subject matter hereof. These General Conditions may be altered, amended or modified by Vigdu (1) at any time, (2) by a written instrument signed by duly authorized representatives of both parties during Contract period.

16.7. Any notice, demand or communication which under the terms of these General Conditions or otherwise must or may be given or made by the parties shall be in writing and shall be given or made by registered mail, return receipt requested.