

INFINIDOME LTD.

TERMS AND CONDITIONS FOR SALE AND SUPPLY

1. General Conditions.
 - 1.1. Absent an express written agreement to the contrary, these Terms and Conditions for Sales and Supply (the “**General Conditions**”), constitute an integral part of every offer, order, or agreement between infiniDome Ltd., its subsidiaries, affiliates or authorized resellers (collectively, “**infiniDome**”), and its clients (each, a “**Client**”) for any Products (as defined below) or Services (as defined below) to be supplied by or on behalf of infiniDome. infiniDome and Client are hereinafter jointly referred to as the “**Parties**” or individually as a “**Party**”. infiniDome reserves the right to sell Products and Services through its subsidiaries, affiliates, or authorized resellers as indicated in the offer provided by infiniDome, and all such sales shall be governed by these General Conditions.
 - 1.2. The Client acknowledges it reviewed and accepted these General Conditions. Any terms and conditions offered by the Client that conflict with or are in addition to these General Conditions, are expressly rejected. No modification of these General Conditions will be valid unless agreed to in writing by both infiniDome and the Client.
2. Definitions. For the purpose of these General Conditions, the following terms, shall have the meaning as set forth hereunder:
 - 2.1. End-User: the natural and/or legal person, effectively using the Products and the Services;
 - 2.2. Intended Use: any use authorized by infiniDome in its offer or subsequent agreement with the Client;
 - 2.3. Service: design, maintenance, consultation, integration or technical support engineering services or any other type of service relating to the Products;
 - 2.4. Product: the products and services provided by infiniDome as further detailed in infiniDome’s offer or infiniDome’s website at www.infinidome.com.
3. Third Party Products and Components. infiniDome may incorporate or resell third-party components, or products as part of its Products. All sales of third-party components or products through infiniDome are governed by these General Conditions, provided that the use of these third-party components or products is subject to those third parties terms and conditions and warranty provisions available at: [REDACTED]. infiniDome shall not be responsible for any changes or delays with respect to such third-party components or products.
4. Price and Costs.
 - 4.1. The prices contained in the offer by infiniDome remain valid during a period of sixty (60) days following its issuance, unless otherwise stipulated in the offer.

- 4.2. The prices are expressed in USD, unless otherwise stipulated in the offer. Any costs related to currency exchange are borne by the Client, unless otherwise stipulated in the offer.
 - 4.3. The prices in the offer include remote assistance (for example, connect to the GPSdome2 remotely to perform troubleshooting), on-site physical support (for example, troubleshooting and integration), certain software updates, provided that certain updates may be with costs, at infiniDome's sole discretion.
 - 4.4. The prices mentioned in the offer are expressed in units, and net of all VAT, costs, duties, rights or taxes, unless otherwise stipulated in the offer. Unless otherwise stipulated in the offer, the Client shall pay the costs of any sales, use, value-added, excise, customs charges, local, transfer and other similar taxes or other governmental fees, duties and assessments payable by the Client or infiniDome (excluding, for the avoidance of doubt, taxes based upon infiniDome's net income and infiniDome's payroll taxes) as a result of the provision of Products or Services to the Client.
 - 4.5. Notwithstanding anything contained herein to the contrary, in the event that there are withholding taxes imposed by the tax authorities in respect of payments due to infiniDome, Client shall be entitled to deduct and pay such withholding taxes to the said tax authorities on behalf of infiniDome unless infiniDome has previously provided Client with evidence satisfactory to the said tax authorities in the form of certification from its auditors/tax authorities that infiniDome is not subject to tax on the relevant income. If any withholding taxes are deducted and paid to such tax authorities then Client will provide to infiniDome within thirty (30) days from the date of Client's payment to the infiniDome the tax credit documentation necessary for infiniDome to receive a tax credit equal to the withholding tax. Where infiniDome has made reasonable efforts to reclaim the withholding tax but is unable to do so (in whole or in part), Client shall pay such an amount to infiniDome such that the net amount, after deduction of the withholding taxes that infiniDome has been unable to reclaim, is equal to the amount that infiniDome would have received from Client had such withholding requirement not been applicable.
5. Offers and Orders.
- 5.1. infiniDome will not be bound by an offer offered to the Client unless the Client accepts the offer during a period of sixty (60) days after the offer is made, or within the time stipulated by infiniDome in the offer.
 - 5.2. infiniDome will be required to fill an order made by the Client only after written confirmation of the order by infiniDome. The final delivery date will be provided by infiniDome upon confirmation of the order by infiniDome. In the event the Products supplied by infiniDome under an order, whether confirmed or not, require any export license or approvals, including in Europe or United States, infiniDome will not be required to fill an order unless having received this export license or approval as further detailed in Section 18 below. infiniDome shall not be obligated to accept any order from any Client and, in its sole discretion, may reject any order.

5.3. If any order is cancelled by Client, the Client shall pay infiniDome cancellation charges, calculated on the basis of the actual costs incurred by infiniDome in respect of the cancelled order until the order's cancellation approval date by infiniDome. Such costs will include cost of completion of the Products being manufactured as of the cancellation date, as well as the purchase of all parts required for manufacturing such Products sent to infiniDome or which cannot be countermanded. These cancellation charges will in any case not be less than 15% of the cancelled order value, nor will they exceed the total order value.

5.4. Unless if otherwise stated in writing, Client shall pay the due payment prior to the shipping of the Products, in accordance with the specified payment set forth in the offer. Notwithstanding the above, infiniDome may require at its sole discretion different payment terms as stipulated in the offer.

6. Payment; Late Payment.

6.1. The sending or the delivery of an invoice is a request for payment of the amount shown on the invoice.

6.2. Absent a written stipulation by infiniDome to the contrary, invoices are due and payable within thirty (30) days of the date of the invoice.

6.3. All payments to be made by Client will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless Client is required by law to make any such deduction or withholding.

6.4. In the event of default or late payment by the Client of all or a portion of an invoice, infiniDome reserves the right, without notice or other action, to undertake any or all of the following remedies:

6.4.1. Suspend the delivery of Products, the provision of Services and the performance of its other obligations to the Client;

6.4.2. Call due all other invoices of the Client, including those that are not yet due;

6.4.3. Increase the sum due by up to 12% of the invoice amount as a penalty; and/or

6.4.4. Charge interest in the amount of 1.5% per month from and after the due date of the invoice.

6.5. Without prejudice to what is stipulated above in Section 6.4, infiniDome has the right to terminate any agreement or order by written notice to the Client in the event that the Client remains in default with respect to its obligations hereunder.

7. Reserve of Title.

- 7.1. The Products delivered remain the property of infiniDome until complete and final payment by the Client in respect thereof.
- 7.2. A delay in payment granted to the Client by infiniDome will not affect the reservation of title set forth in Section 8.1. The Client may not sell, assign, transfer, move, lend or encumber the Products delivered without written authorization of infiniDome before the complete payment of the price therefor. Each time the Client fails to fulfil his payment obligation, the Client grants infiniDome the right to collect unpaid delivered Products of infiniDome, wherever they may be. Insofar as necessary, the Client authorizes infiniDome, or any third party on infiniDome's behalf, to enter those places where unpaid delivered Products of infiniDome are located.
8. Transport; Risk; Claims.
- 8.1. Unless expressly otherwise agreed upon in writing, the Products will be delivered to Client "EXW" (Ex. Factory USA or Ex. Factory Israel, as applicable) (Incoterms 2020). Client shall provide necessary shipping instructions to infiniDome, including without limitation, the destination, the entire address, and the courier details.
- 8.2. At the moment the Products leave infiniDome's or a third party's premises or factory, as applicable, all risks are transferred to the Client and the transport shall be for the account and at the exclusive expense and risk of the Client. Risk of loss also shall be transferred to the Client if shipment or collection is refused due to the Client's act or negligence.
- 8.3. The Client shall check the Products delivered as well as the packaging upon delivery without any delay and immediately inform infiniDome of any flaws or damages. All visible flaws or damages to the Products delivered or to the packaging existing at the time of receipt by the Client, must be mentioned by the Client in writing on the delivery note, invoice or transport documents, otherwise the Client waives any and all claims relating to such flaws or damages. Notwithstanding the above, the Client must first claim and pursue its rights with the transporter in the event of damage or loss to any Product and shall refrain from refusing, reducing or delaying the payment of infiniDome's invoices for any reason. Claims other than those mentioned above must be sent by written notice to infiniDome within eight (8) days of receipt of the Products or the tendering of the Services, otherwise the Client waives any and all claims relating to such Products or Services.
9. Instalments. infiniDome may deliver the Products by separate instalments or perform any Services in stages. Each separate instalment or stage will be invoiced and paid for in accordance with the provisions of these General Conditions. No cancellation or termination of any instalment or stage will entitle Client to repudiate or cancel any other instalment or stage.
10. Assembly. In the absence of a written stipulation by infiniDome to the contrary and to the extent applicable, assembly costs of the equipment as well as any additional costs, are payable by the Client. The Client undertakes to supply the tools necessary for assembly at the appropriate time.

11. Confidentiality.

- 11.1. Each Party will keep confidential any and all Confidential Information that it may receive or acquire from the other Party. For the purposes of this Section 11, “**Confidential Information**” shall mean: all information in respect of the business of either Party including, without prejudice to the generality of the foregoing, any ideas, business methods, prices, business, financial, marketing, development or manpower plans, customer lists or details, computer systems and software, products or services, including but not limited to know-how or other matters connected with the products or services manufactured, marketed, provided or obtained by infiniDome and information concerning infiniDome’s relationships with actual or potential clients, customers or suppliers and the needs and requirements of infiniDome and of such persons and any other information which, if disclosed, will be liable to cause harm to infiniDome.
- 11.2. Neither Party will use the Confidential Information of the other Party for any purpose other than to perform its obligations herein. Each Party will ensure that its officers and employees comply with the provisions of this Section 11.
- 11.3. The obligations on the recipient of the Confidential Information will not apply to any information which:
 - 11.3.1. is publicly available or becomes publicly available through no act or omission of the recipient; or
 - 11.3.2. the recipient is required to disclose by order of a court of competent jurisdiction, but only to the extent stated in such order.
- 11.4. Client shall not cause or permit the reverse engineering, disassembly, or decompilation of the Products or otherwise cause or permit any attempt to derive, obtain or modify the source code of any software incorporated in the Product.
- 11.5. All documentation, technical information and other information concerning infiniDome, its Products and Services is confidential and shall not be disclosed by the Client to third parties.
- 11.6. Upon termination or expiration of these General Conditions, each Party agrees at the request of the other Party to destroy and certify destruction of all Confidential Information in its possession received from the other.

12. Intellectual Property Rights.

- 12.1. All Intellectual Property Rights with respect to the Products, Services, and any data therein are held exclusively by infiniDome or its third party service providers respectively. The Client and End-User may not, without the prior consent of infiniDome, wholly or partially replicate, duplicate, copy, disassemble or modify the Products, or any data therein. If certain marks, logos, trade names, model or identification numbers and/or signs have been attached to the delivered Products, these

may not be removed, damaged or amended by the Client and the End-User. These General Conditions shall under no circumstances entail a transfer of the Intellectual Property Rights (as defined below) that are vested with infiniDome or its third party service providers to the Client or an End-User as a component of the delivery of the Products, and the Services by infiniDome and its respective third party service providers. The Client and End-User have no rights other than those expressly awarded to it in this Agreement.

For the purposes of this Section 10, “**Intellectual Property Rights**” shall mean: (i) all patents and patent applications, (ii) trademarks, service marks, collective marks, guarantee marks, as well as the registration and application for registration thereof, together with all goodwill associated therewith, (iii) copyrights, (iv) rights to computer programs, (v) rights to domain names, (vi) rights to databanks and their documentation, (vii) both registered and unregistered drawing and model rights, (viii) trade secrets and rights to other confidential information, and (ix) all other forms and extensions of registered and unregistered intellectual property rights under the applicable law.

13. Warranty.

13.1. infiniDome warrants the Products (hardware and software), including for third parties components sold as part of the Products, delivered hereunder against defects in material and workmanship for a period of 12 months from the date of the Products’ delivery date (the “**Warranty Period**”). During the Warranty Period, defective Products, shall be returned to infiniDome with shipping prepaid by the Client, and be repaired or replaced at infiniDome’s sole discretion. This repair or replacement shall be the Client’s exclusive remedy. Repair and return shall only be performed according to infiniDome’s RMA (Return Merchandise Authorization) procedure, as provided in infiniDome’s offer or order confirmation. No new warranty period applies to the repaired or replaced Product, and such Product remain subject to the initial 12- month Warranty Period. This warranty does not apply to damages resulting from to misuse, neglect, accident or modification by anyone other than infiniDome or its authorized representatives. infiniDome may offer an extended warranty for extra charge.

13.2. Use of the Products or any Services is at the sole risk of the Client and/or the End-User respectively, which means that their accuracy, fitness or suitability for any particular purpose or merchantability are not warranted.

13.3. Client acknowledges and undertakes the following:

13.3.1. infiniDome Ltd. is registered and conducts its business in Israel and, therefore, is subject to applicable Israeli laws and regulations;

13.3.2. Client’s use of the Products may impact the Company’s compliance with Israeli laws and regulations; and therefore, Client represents and warrants that its current and future use of and transactions with the Products comply and will comply with applicable Israeli laws and regulations, including without limitation, trade sanctions laws, and that Client will not proceed with transactions or conduct business with respect to the Products, directly or

indirectly, with entities or individuals related to Iran, Lebanon, Syria, North Korea and Iraq; and

13.3.3. Client acknowledges that the OtoSphere System was designed for civilian purposes for civilian end-users, and was not designed, tested or designated for defense or aerospace applications.

13.3.4. Client shall be solely responsible for determining the suitability of the Products and Services for the Intended Use and their compliance with applicable laws, regulations, and standards. The Client assumes all risks associated with such determinations and use.

13.3.5. Client acknowledges that the Products and Services are not designed or intended for use in safety-of-life functions. The Client expressly warrants and guarantees that neither it nor any End User shall use the Products or Services, or rely upon them for any safety-of-life function or in any manner that could reasonably be expected to result in personal injury or death.

14. Limitation of Liability; Indemnification.

14.1. In no case will infiniDome be liable for any special, incidental, punitive, direct, indirect or consequential damages, injuries, costs or for any loss or loss of profit arising out of or in connection with its obligations hereunder, the Products or the Services.

14.2. Notwithstanding anything else in these General Conditions and without prejudice to mandatory law, infiniDome's total aggregate liability arising out of or in connection with its obligations hereunder, whether in contract, tort (including negligence related claims), strict liability or otherwise, shall be limited to the aggregate amount actually paid by the Client to infiniDome during the 12 months immediately preceding the event giving rise to infiniDome's liability even if infiniDome has been notified about the possibility of such loss or damage.

14.3. If Client is not the End-User of the Products or Services, Client be solely responsible for ensuring that all End-Users have read, understood, and agreed to these General Conditions, including all limitations and exclusions of liability contained herein.

14.4. Client shall indemnify and hold infiniDome harmless from any claims, losses, damages, or expenses arising from Client's or End-User's use of the Products or Services in violation of these General Conditions. infiniDome expressly disclaims all liability for any claims arising from Client's or End-User's use of the Products or Services in violation of these General Conditions or for any purpose not expressly authorized by infiniDome in writing.

15. Termination.

15.1. Either Party may immediately terminate these General Conditions or a confirmed order with a written notice to the other Party if that other Party is in material breach of

any of the terms of these General Conditions and, where the breach is capable of remedy, the Party in breach fails to remedy such breach within thirty (30) days of service of a written notice from the Party not in breach, specifying the breach and requiring it to be remedied. Failure to pay any sums due in accordance with these General Conditions is a material breach of the terms of these General Conditions

15.2. infiniDome may terminate these General Conditions immediately with a written notice to Client if Client develops or manufactures any goods or services which are similar to or may compete with the Products or the Services.

15.3. The termination of these General Conditions howsoever arising is without prejudice to the rights, duties and liabilities of either Client or infiniDome accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

15.4. infiniDome will be entitled to suspend any deliveries or performance otherwise due to occur following the provision of a notice specifying a breach as set forth in Section 15.1, or if the Client is in breach or default under any other agreement between the Parties.

16. Export/Import.

16.1. Client shall comply with all applicable export control laws, regulations, sanctions, and embargoes when exporting, re-exporting, disclosing or transferring any Products from infiniDome. In the event the Products supplied by infiniDome require any export license or approvals, the Client shall promptly notify infiniDome and be solely responsible for obtaining any such license, permits or approvals at Client's expense. infiniDome may, at its discretion, provide reasonable assistance by delivering pertinent information and/or documentation upon Client's request, subject to reimbursement of any costs incurred by infiniDome in providing such assistance. In the event the Client cannot obtain necessary export licenses, permits or approvals, infiniDome shall not be liable for any direct, indirect, incidental, special or consequential damages arising from or related to its inability to ship or make available the Products as per the Client's request. Any changes in applicable export or import laws and regulations, whether occurring before or after delivery of the Products, shall automatically apply to the Client, therefore Client undertakes to comply with any updates or amendments to applicable laws and regulations, at its sole cost and expense. infiniDome shall not be liable for any delays, losses, or damages resulting from export control issues or Client's failure to comply with applicable laws and regulations. Client shall defend, indemnify, and hold infiniDome harmless from and against any claims, losses, damages, fines, penalties and costs (including reasonable attorney's fees), and liabilities arising out of or related to Client's failure to comply with this section or applicable export control laws and regulations.

17. Force Majeure. The Parties are not held responsible for the non-execution of their obligations if such non-execution is due to circumstances that cannot reasonably be controlled by the Parties ("**Force Majeure**"). Force Majeure is understood to include the following non-exhaustive list: fire, extreme weather or other environmental conditions,

strike, lock-out, civil-war, riot and violence, pandemics, lockdowns, lack of modules or components, governmental rules making it impossible to continue production or other adverse changes in law, cyber-attacks, energy shortcomings, local conditions such as blockage of infrastructure, radio interference, failure or limited availability of tools or services, provided for or controlled by governmental authorities or agencies, inoperability of communication satellites or satellite ground stations used to provide any services hereunder.

18. Applicable Law and Jurisdiction.

18.1. Except if otherwise expressly stated in any order or agreement between the Parties, all offers, orders and contracts concluded with infiniDome, including these General Conditions, are subject to the laws of the State of Israel, without regard to principles of conflicts of laws.

18.2. Except if otherwise expressly stated in any order or agreement between the Parties, the courts of Tel Aviv-Yafo, Israel, will have the exclusive jurisdiction over all disputes arising out of or in connection with offers, orders and contracts concluded with infiniDome or these General Conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any transactions entered into between the Parties.

19. Miscellaneous.

19.1. Client may not assign any offer, order or contract with infiniDome, or its rights and/or obligations hereunder, in part or in whole, or delegate the performance of its duties without the prior written consent of infiniDome. infiniDome, and its subsidiaries and affiliates may assign, delegate, license, hold on trust or subcontract all or any part of its rights or obligations under any offer, order or contract.

19.2. The relationship of the Parties is solely that of buyer and seller and nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between the infiniDome and the Client.

19.3. If any term, provision, covenant or restriction contained in these terms and conditions is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and these terms and conditions shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable term, provision, covenant or restriction or any portion thereof had never been contained herein.

19.4. No failure or delay by infiniDome to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

- 19.5. These General Conditions contain all the terms which infiniDome and Client have agreed in relation to the provision of the Products and the Services and supersede any prior written or oral agreements, representations or understandings between the Parties relating to such provision of the Products and the Services.
- 19.6. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile or electronic mail, if confirmed within three (3) business days by one of the other methods herein, at such other addresses, facsimile numbers or email addresses as the Parties may specify in writing from time to time.
20. Unilateral Modification of General Conditions. infiniDome preserves the right to modify unilaterally each of the terms and conditions of these General Conditions at any time. Such modified General Conditions will be communicated to the Client and will be applicable to any order issued by the Client after the Client had the opportunity to acknowledge and agree to the modified General Conditions, provided that any order issued following the modification of the terms and conditions of these General Conditions will be subject to the amended terms and conditions.