

Bynet Data Communications Ltd.
General Terms and Conditions of Supply

1. The terms and conditions below form an integral and inseparable part of any sale or proposal ("**Proposal**") of Bynet Data Communications Ltd. ("**Bynet**") and in addition to any term therein even if there is no reference thereto in the Proposal. The equipment, products, including hardware and/or software, services and works under any Proposal shall be referred hereunder as the "**Deliverable/s**". The entity to which the Proposal was issued and/or the Deliverables were or are going to be supplied to shall be referred hereunder as "**Buyer**".
2. Prices and payment terms shall be as specified in the Proposal. If nothing in the contrary is specified therein, prices will be at Bynet's price list and the date of delivery and payment terms 100% cash in advance and as a pre-condition to any delivery. Payment shall be deemed accepted only after Bynet receiving an approval from its bank that its account was credited and the proceeds have been actually received. Invoices that are unpaid at their due date, shall bear interest at a rate of two percent (2.0%) per month or the maximum rate allowed by law, whichever is less, until paid by Buyer, calculated on an actual days past-due basis.
3. Delivery terms are Ex-Works (Incoterms 2010) Bynet's premises in Tel Aviv, Israel. The Deliverables shall be deemed accepted unless Buyer notifies of any discrepancy within 7 days after the delivery thereof. Except otherwise is agreed in writing, any delivery is subject to an irrevocable purchase order, specifying the: (a) Deliverables ordered, (b) quantity ordered, (c) requested target shipment date and shipment method, (d) complete name and address of the end user, (e) bill-to and ship-to destinations ((a) through (e), "**Ordering Information**"). All purchase orders submitted by Buyer and all deliveries will be governed exclusively by the terms of these General Terms and Conditions of Supply. No purchase order will be binding upon Bynet unless Bynet accepts it in writing. Except for Ordering Information, any terms and conditions in any purchase order that are inconsistent with or in addition to the terms and conditions expressly set forth herein are hereby rejected by Bynet and will be deemed null, void and of no effect, even if Bynet accepts or acknowledges such purchase order. Cancellation, rescheduling or modification of any purchase order are allowed only subject to both parties written consent and adjustment to the prices as may be applicable at Bynet's discretion. Bynet does not commit, expressly or implied, to meet any time schedule of the delivery and will not be liable for any delay and/or penalties or damages with respect to a delay.
4. All payments, amounts and prices, as set forth or used in the Proposal (and its exhibits), exclude any taxes and import duties, including but not limited to VAT, sales tax or similar taxes or duties levied by any country upon Bynet or the Deliverables, as the result of any manufacturing, import, export, sale, delivery or use of any Deliverable delivered or sold hereunder. Buyer shall be responsible for the payment of all such taxes, custom or duties which may be so levied by any country or in lieu thereof, for providing Bynet with a tax-exemption certificate acceptable to the taxing authorities. For the avoidance of doubt, Buyer shall be liable for any and all shipping costs including transportation, brokerage, handling, and other costs that Bynet may incur in delivering the Deliverables, including but not limited to costs with respect to the release of the Deliverables from the custom and any transportation and storage costs of the Deliverables after the arrival thereof to the designated destination and in any event Bynet shall not be liable for any of the foregoing costs.
5. Risk of loss will pass to Buyer upon delivery of the Deliverables to the initial carrier. Notwithstanding the foregoing, Bynet may retain title in the Deliverables until paid for in full.
6. Buyer shall be liable exclusively to obtain any license, permit and approval as may be required with respect to the importation, installation or use of any Deliverable.
7. The Proposal refers only to the proposed scope of work as expressly set forth therein. Any change of the scope of work shall reflect on the pricing of the Proposal and may change the units prices, all at Bynet's discretion.
8. The Proposal does not include any cost not specifically set forth in the Proposal, including but not limited to flights, lodging and transportation costs. Such costs, to the extent incurred, will be priced separately by Bynet, in accordance with its then assessment of the resources required to conduct the work accurately. Buyer shall pay Bynet those costs with and in addition to the consideration set forth in the Proposal.
9. Unless otherwise is expressly set forth in the price Proposal, it does not include installation, integration, maintenance and support with respect to the Deliverables.
10. Notwithstanding anything to the contrary, in the event of any conflict between a provision herein and a provision in the Proposal, the later shall prevail and in the event of any conflict between the Proposal and any RFP document, if any, the Proposal shall prevail. Without derogating from the foregoing, any reservation or comment in the Proposal shall prevail any provision to the contrary in any RFP document.
11. The Proposal is subject to and conditional upon providing Bynet sufficient guarantee to the payments thereunder and/or Bynet's approval of an appropriate credit limit for Buyer, all at Bynet's sole discretion. Bynet continuously monitors the credit and accounts receivable status of its customers. In the event payments are past due or at Bynet's discretion the Buyer's credit status is downgraded due to any circumstances, Bynet reserves the right, without derogating from any other remedy and right, to vary Buyer's credit line or to delay shipment of subsequent orders or to change the payment terms and conditions, all at Bynet's sole discretion.
12. Except if and as expressly agreed otherwise in the Proposal or any agreement, the warranty with respect to the Deliverable will be as the standard warranty provided by the manufacturers of the Deliverables. The warranty above is the sole and exclusive warranty provided hereunder with respect to the Deliverables and the use thereof and in lieu of any other warranty, expressed or implied. Notwithstanding anything to the contrary, Bynet disclaims any warranty for non-infringement, merchantability or fitness for particular purpose, in no event shall Bynet be liable to any person for any special, consequential, or indirect damages, including, but not limited to, lost profits from any cause whatsoever arising from or in any way connected with this proposal or the manufacture, sale, delivery (including delay in delivery), handling, repair, maintenance or use of the Deliverables and in no event shall Bynet's total cumulative liability exceed the amount actually received for the Deliverable giving rise to the respective claim. In no event shall Bynet be liable for delays, failures, mal-functions and damages due to force majeure or any other cause beyond its reasonable control.
13. Buyer shall hold the existence and terms of the Proposal and any information relating to Bynet, the Deliverables or the manufacturers thereof, which is not in the public domain, in strict confidence and shall not disclose it to any third party and shall not use it for any purpose, except solely as may be required for the regular intended use of the Deliverables.
14. Acceptance of the Proposal, specifically or implied, including but not limited by ordering the proposed Deliverables or any part thereof, shall be deemed as acceptance of the terms and conditions herein. Unless expressly approved otherwise by Bynet, any reservation, comment or change to these General Terms and Conditions of Supply by Buyer shall be null and void.
15. Notwithstanding any acceptance procedures or anything to the contrary, commercial use of the Deliverables or any part thereof shall be deemed as a final acceptance thereof, without derogating from Bynet's warranty and other undertaking set forth herein or otherwise expressly agreed.
16. The Deliverables may include hardware and or software and or technical data and technology and Buyer will use it solely for its intended use. The Deliverables are subject to the export control laws and regulations of the USA, the European Union, the territory in which we operate and the territory from which they were supplied, and Buyer will abide by such laws and regulations. Buyer confirms that it will not export, re-export or trans-ship the Deliverables or any part thereof, directly or indirectly, either to (i) any countries that are subject to the USA's or those other relevant territories' export restrictions or any national thereof or (ii) any end user who has been prohibited from participating in USA export transactions by any federal agency of the USA government, by the European Union, or by any other relevant territory. Buyer also confirms that the Deliverables will not be sold, transferred or licensed to an end user whom it knows or has reason to know will utilize the Deliverables directly or indirectly in activities related to the proliferation of weapons or mass destruction, including without limitation, the design, development or use of chemical weapons, biological weapons, missiles or any nuclear activity. Buyer also confirm that it will not order Deliverables that it would be precluded from receiving under any and all applicable export restrictions. Buyer agrees, at its own expense, to comply with all applicable export laws and restrictions and will indemnify, defend and hold Bynet harmless from any claim due to Buyer's violation or alleged violation of any applicable export laws and restrictions.
17. In the event the Deliverables contains or consist of software, Buyer shall use the software only subject and in accordance with the standard terms and conditions of the end-user license agreement of the software ("EULA"), at the form on the installation day and as may be amended by the manufacturer from time to time. The use of the software shall be deemed as an acceptance by Buyer of the terms and conditions of the EULA and that Buyer undertakes to adhere thereto. Without derogating from the foregoing, unless expressly set forth otherwise in the EULA, the license granted with respect to any software is non exclusive, non-transferable and limited to Buyer's internal, personal use by one specific user, solely for the installation of the software on a specific cpu of Buyer, in Buyer's premises for its intended use as set forth in the documentation of the software. Buyer is responsible to follow after any change to the EULA, as may appear in the manufacturer's website from time to time. It is clarified that Bynet does not bear any liability with respect to the software, its use or any intellectual property right with respect therof, including in case of a claim that the software or its use infringes an intellectual property right. It is clarified that Buyer may not make any use of the software which has not been expressly permitted in the EULA. Without derogating from the foregoing, Buyer may not distribute, resell, copy, duplicate, transfer or sublicense the software, for any purpose, either for consideration or for no consideration. In addition, Buyer may not modify, adapt, decompile, disassemble, translate or reverse engineer the software and it will not permit or assist any third party to do that nor it will be involved in such actions or in any action to reveal or expose the source code of the software, the concepts and ideas which are the basis of the software, algorithms, formats and forms of organization of data files or the protocols of interfaces of the software. Buyer shall not integrate the software with other software or create any product derived based on any part of the software. The right to use the software expires automatically upon the end or termination of the services provided by Bynet and/or upon Bynet's and/or the owner of the intellectual property rights of the software's notice and/or in accordance with the terms and conditions of the EULA – the earlier of which. In the event of any conflict between the provisions herein and the terms and conditions of the EULA, the later shall prevail. For the avoidance of doubt, Bynet makes no representations, warranties or undertakings that the software will work continuously and without interruptions and Bynet bears no responsibility for defects and malfunctions in the software and its performance nor for any damage with respect therof and Bynet is not committed to repair any defect or malfunction as may appear in the software. Buyer shall hold harmless and indemnify Bynet and any one acting on its behalf against any damage, expense or loss caused to them as a result of a breach of the terms and conditions of the EULA or by using the software not in accordance with the agreement with Bynet and/or the provisions of any applicable law. Notwithstanding anything to the contrary, including the use of the terminology "buyer", "purchase" or the like, no right with respect to the software and its use is granted to Buyer, except solely the limited license to use it as expressly set forth in this section above, and any and all patents, copyrights and any other property and/or intellectual property rights with respect to the software are and shall remain solely and exclusively with the manufacturer of the software.
18. Buyer waives any right of lien and/or to set-off against Bynet. Bynet is entitled to set-off/deduct any amount from any payment or debt it may have to the Buyer, including in respect of different transactions and/or unfixed amounts.
19. Bynet may cancel and terminate the agreement/Proposal/engagement with the Buyer, immediately, in the event the Buyer fails to pay any amount at the time due and/or in case of any violation of any other obligation by the Buyer and he shall not be entitled to any consideration, compensation or payment and waives any claim with respect thereof.

20. The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the law of the State of Israel and any conflict hereunder will be referred exclusively to the courts of Tel Aviv, Israel.