



CERAGON NETWORKS STANDARD TERMS AND CONDITIONS OF SALE OF EQUIPMENT & SERVICES

1. APPLICABILITY. These general terms and conditions of sale (the "Terms and Conditions") of Ceragon Networks Ltd. ("Ceragon", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its legal representatives, subsidiaries, affiliates and permitted assigns, as Ceragon may elect) are applicable to all sales of Products and/or Services (as defined in Section 2 below), and all price quotations, order acknowledgements, engagement documents of any kind and invoices between Ceragon and any customer (the "Customer") not already covered by a validly existing purchase, distribution, or other written agreement. Purchase Orders (as defined in Section 4 below), if accepted by Ceragon, are accepted subject to these Terms and Conditions. These Terms and Conditions consist of these Terms and Conditions, the Specific Warranty Terms and Conditions and the Specific Services' Terms and Conditions (if ordered by Customer) and any additional terms Ceragon presents when a Purchase order is placed. In the event of a conflict between these Terms and Conditions and any Specific Terms and Conditions, the applicable Specific Terms and Conditions shall prevail. CERAGON HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY CUSTOMER, WHETHER OR NOT CONTAINED IN ANY OF CUSTOMER'S BUSINESS FORMS OR IN CUSTOMER'S WEBSITE OR ELSEWHERE, AND REGARDLESS ANYTHING TO THE CONTRARY SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SHALL BE VOID AND OF NO EFFECT UNLESS IN A WRITING SPECIFICALLY AGREED TO BY CERAGON EXPLICITALLY REFERRING TO AND AGREEING TO THE CHANGE. These Terms and Conditions shall be binding on the parties and their respective affiliates, subsidiaries and successors.

2. DEFINITIONS. Other than defined herein, the term "Agreement" shall include these Terms and Conditions and any Purchase Order, Order Acceptance (as defined in Section 4 below), annexes, schedules, appendices and other attachments and amendments hereto. The term "Equipment" means all hardware products offered for sale by Ceragon and purchased by the Customer. The term "Software" includes firmware, as well as the object code and source code for software developed and offered for license by Ceragon in connection with the operation of the Equipment and embedded therein (it is hereby recorded that any stand-alone software solutions will require an explicit separate subscription and license agreement, and no rights or license will be conferred to the Customer with respect thereto under any other document). The term "Products" means Equipment and Software. The term "Services" means all advisory, consulting, installation, integration, commissioning, testing, maintenance, and other services to be provided by Ceragon all in the scope and to the extent covered by a duly executed statement of work or analogue document. The term "Platform" means Ceragon's B2B procurement website located at <https://ceragon.my.site.com/OnlineOrdering>.

3. QUOTATIONS. Price quotations are only valid in writing (or as they appear in the Platform) and for a period

of 30 days from the date of the price quotation unless otherwise provided in writing by Ceragon. All quotations by Ceragon are subject to change or withdrawal without prior notice to Customer.

4. PURCHASE ORDERS AND PURCHASE ORDER ACCEPTANCE. Customer may place an order for Products or Services by delivering a purchase order to Ceragon (including by placing an on-line order by using the Platform an "Online Order") (each a "Purchase Order" or a "PO") and specify the Products and/or Services desired by Customer, including the purchase order number, relevant quantities, delivery dates, prices (including total price of order), destination, carrying method, consignee at destination, and other necessary shipping instructions.

In case of placing an Online Order, Customer shall add a reference in the Online Order to the internal purchase order's number from the Customer's internal accounting system (the "Internal Purchase Order"). In any case of a contradiction between the Online Order and the Internal Purchase Order, the Online Order shall govern and prevail.

Ceragon may reject any Purchase Order in Ceragon's complete discretion. The placing by Customer of a Purchase Order and Ceragon's order acknowledgment or acceptance (the "Order Acceptance") in accordance with these Terms and Conditions shall create a contract of sale between Ceragon and the Customer for the Products and/or Services ordered (as applicable) subject solely to these Terms and Conditions and no other terms and conditions. The PO shall be valid and binding upon Ceragon only upon the issuance of an Order Acceptance by the later and subject to these Terms and Conditions.

5. INVOICING. Ceragon may invoice Customer and seek payment for each shipment of Products and/or delivery of Services made pursuant to these Terms and Conditions as a separate transaction without regard to any other order or agreement with Ceragon.

6. ORDER CANCELLATION. Ceragon reserves the right to cancel any Purchase Order on not less than thirty (30) days' notice. No Purchase order, agreement or any part thereof may be rescheduled or cancelled by Customer without Ceragon's prior written consent.

7. PRODUCTS DELIVERY. All Products shall be delivered as per the agreed delivery terms indicated in the Order Acceptance. Shipping dates communicated or acknowledged by Ceragon are approximate only. Subject to Customer's provision of all necessary order and delivery information prior to the agreed delivery date, Ceragon will make commercially reasonable efforts to meet the delivery dates communicated or acknowledged in an Order Acceptance notice. Ceragon shall notify Customer when the Products are ready for delivery. Ceragon reserves the right to ship items in single or multiple shipments. Risk of loss or damage and title to the Products shall pass from Ceragon to Customer upon delivery and shall be deemed accepted according to the agreed Incoterm.



CERAGON NETWORKS STANDARD TERMS AND CONDITIONS OF SALE OF EQUIPMENT & SERVICES

8. SERVICES. The terms and conditions with respect to Ceragon's Services, to apply to the Contracted Equipment shall be as defined under Ceragon's Specific Services Terms and Conditions attached hereto as Annex A.

9. CUSTOMER'S CREDIT BACKGROUND. If, in Ceragon's sole judgment, the credit background of Customer is or becomes unsatisfactory, or the Customer has taken or was subject to an action or occurrence, series of actions or occurrences, which can reasonably be expected to have a Material Adverse Effect, either individually or in the aggregate, then Ceragon may, at its option and without prejudice to any of its other remedies, (a) defer or decline to make any shipments of Products or delivery of Services hereunder except upon receipt of satisfactory security or cash payments in advance, and/or (b) terminate all or part of the Purchase Orders of Customer.

The term "Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations, prospects (as determined by Ceragon in the exercise of reasonable business judgment) or financial condition of Customer, (b) Customer's ability to pay any of the dues, charges, Invoices or any of the other obligations in accordance with the terms of this Agreement, or any guarantor's ability to honor its obligations under its guaranty (if any) in accordance with the terms thereof, as applicable, (c) any collateral, LC or contractor's liens, or (d) Ceragon's rights and remedies under this Agreement and any other documents or agreements between the parties.

10. PRICING AND TAXES. The prices payable for the Products and Services hereunder are quoted in U.S. dollars. All prices for Products and Services shall be as stated in the Order Acceptance. The prices exclude charges for site survey, site preparation, civil works, utilities, maintenance, and applicable taxes and withholdings, duties, levies and charges, transportation, handling and insurance costs of any kind. Accordingly, all payments shall be grossed-up to reflect the imposition of any of the above charges. Customer expressly acknowledges that Ceragon reserves the right to change such prices at any time and from time to time without prior notice. The prices for Services do not include any travel, visas, permits, accommodation and living costs. All travel, accommodation and living costs incurred and/or paid by Ceragon will be charged to Customer at Ceragon's cost plus a 15% administrative fee. Ceragon will, upon request, provide substantiating documentation for such costs.

Customer shall be responsible for the payment of any and all currently applicable or hereinafter imposed taxes, duties, levies, fees, withholding tax and other charges that are imposed by any local, national, Federal, public or quasi-public government entity that arise out of or affect the sale of the Products and Services, including Value Added Tax ("VAT"), Goods and Services Tax ("GST") service tax, sales tax, license fees and the like which shall not be deducted from the amounts payable to Ceragon.

11. PAYMENT. Time of payment is of the essence. Ceragon shall deliver an invoice to Customer for

Equipment and/or Services according to the agreed payment terms between Ceragon and Customer. Customer shall pay all invoices within thirty (30) days of receipt, or earlier, if otherwise agreed between Ceragon and Customer. Unless otherwise agreed between Ceragon and Customer, all payments shall be made in freely transferable U.S. dollars by wire transfer to Ceragon's bank account the details of which will appear in the Order Acceptance or to whom Ceragon may instruct in writing. If Customer does not pay any invoice when due, then in addition and without prejudice to any of its other rights, (i) Ceragon reserves the right to suspend ongoing deliveries of Products and Services contained in accepted Purchase Orders pending full payment of such invoice, and (ii) Ceragon may charge the Customer all or part of the costs incurred in collecting amounts due for payment, including reasonable attorney fees, court costs, and associated expenses. Any invoiced amount that is not paid when due will bear interest at the rate of one and one-half percent (1.5%) (or such lesser rate as may be the maximum permissible under applicable law) per month, or portion thereof beginning from the due date. Under no circumstances will Customer have a right of set-off or deduction.

Customer hereby authorizes Ceragon to assign, pledge, factor, transfer, or sell all accounts receivable that may be hereunder created pursuant to this Agreement without the need for further approval from Customer. Customer hereby waives any and all objections to Ceragon's assignment, pledge, factoring, transfer, or sale of such receivables.

12. GRANT OF SECURITY INTEREST. Customer hereby grants to Ceragon a continuing, first priority security interest in and lien upon all Products delivered to Customer pursuant to this Agreement, and all additions, improvements and accessions to the foregoing, all substitutions and replacements therefor and all products and proceeds thereof, including without limitation all proceeds of insurance thereon, to secure Customer's faithful performance of all of its obligations under this Agreement. The security interest granted herein shall continue in full force and effect until all of the foregoing have been paid in full. The Customer will promptly execute and deliver to Ceragon such financing statements, certificates, notices and other documents or instruments as may be requested by Ceragon to perfect or from time to time protect, renew or continue the security interest granted herein, including, without limitation, such financing statements, certificates and other documents as may be necessary to perfect a security interest in any additional collateral hereafter acquired by the Customer or in any replacements or proceeds thereof. The Customer hereby authorizes Ceragon to take all action (including, without limitation, the execution and filing of any Uniform Commercial Code ("UCC") financing statements or amendments thereto without the signature of the Customer or the notification of any account debtor or payor) that Customer may deem necessary or desirable to perfect or otherwise protect the security interest described hereunder.



CERAGON NETWORKS STANDARD TERMS AND CONDITIONS OF SALE OF EQUIPMENT & SERVICES

13. PRODUCT

MODIFICATIONS/DISCONTINUATIONS/ADDITIONAL REQUIREMENTS. Ceragon shall have the right to modify, alter, or improve any or all of the Products, and shall have the right to discontinue manufacture of specific Products. Customer acknowledges and agrees that variations in Customer's requirements may result in the need for additional Equipment and/or Software. Any changes, modifications or enhancements of the Products or system design requested by Customer which affect the hardware or software modules contained therein, will be quoted separately by Ceragon. If required, an equitable adjustment in the delivery schedule will also be made to accommodate the requested changes and modifications. No change order will be implemented until the parties have mutually agreed, in writing, to the price and schedule for the change. Ceragon may periodically issue upgraded versions of the Software. Customer shall be given the opportunity to purchase such upgrades at mutually agreed prices and other terms and conditions.

Ceragon may announce the "End-of-Life" of any Product where in such case Ceragon's standard EOL Policy shall apply.

14. CERAGON TRADEMARKS. Customer shall not remove from the Products (or any written materials accompanying the Products) or alter any identifying and proprietary marks, logos, labels placed thereon by Ceragon, Ceragon's trade name, service marks or trademarks (collectively the "Trademarks"). Customer shall not add any identifying marks, logos, or labels to the Products (or any written materials accompanying the Products) without Ceragon's prior written approval. Customer shall not have or acquire any right, title or interest in the Trademarks, or in the goodwill thereof.

15. INTELLECTUAL PROPERTY RIGHTS. Any and all intellectual property rights subsisting in or related to the Equipment, Services, Software, Confidential Information and the Trademarks, including but not limited to all trade secrets, patents, trademarks, trade names, service marks, mask rights, and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, ideas, formulas, algorithms, databases, designs, type design data, drawings, photographs, works of authorship, specifications, models, prototypes, materials, processes, technical data and information, interface data, computer hardware and software (whether in machine-readable or human-readable form, object codes and source codes), technical, commercial and operational information and product applications, whether or not patentable both registered and unregistered, owned and/or otherwise used, possessed and/or invented by Ceragon or with regard or related to and/or in connection with the Products and/or embedded therein, and all other information which is proprietary to Ceragon, and all goodwill related thereto (collectively the "IP Rights") are and shall remain at all times the exclusive property of Ceragon or, as the case may be, its vendors and/or licensors. The IP Rights may not be exploited, reproduced or used by Customer except as expressly permitted in these Terms and Conditions. Customer shall not have or acquire any right, title or

interest in or otherwise become entitled to any IP Rights by taking delivery of, making payment for, or otherwise using or transferring the Products and/or by virtue of this Agreement. Customer shall take all reasonable measures to ensure that all IP Rights of Ceragon shall remain with Ceragon.

16. SOFTWARE LICENSE. Ceragon hereby grants to Customer a non-exclusive limited license to use the Software solely in connection with the operation the Products in accordance with this Agreement and for the sole purpose of such use. Customer is expressly prohibited from using or transferring the Software or any portions thereof, except as expressly provided herein. Customer shall not modify, reproduce, copy, reverse compile, reverse assemble, disassemble, or decompile or attempt to derive the source code and algorithms in any such Software, or any portions thereof, without Ceragon's prior written consent. The term of the License shall become perpetual provided that the Software is used in connection with operation of the Products and in accordance with these Terms and Conditions and that the full consideration for the Products which are the subject matter of the license has been fully paid and discharged.

Feature License. The following terms of this Section 16 (the "Feature License") apply to those features of Products that Customer will be permitted to use only after activation through generation of a license key (a) The Feature License grants Customer the right to use the feature on the specific Product unit (as identified by such Product's serial number) for which the feature was purchased. No other right is granted thereby (b) Customer will ensure that only authorized Customer personnel ("Authorized Users") will apply for the license key. Notwithstanding the foregoing, Customer will be responsible for any activations of purchased features by Customer personnel who request such activations using the required identification (c) If Ceragon requires Authorized Users to agree to terms relating to the use of the feature before permitting Authorized Users to request activation (commonly referred to as "clickthrough" licenses"), Ceragon shall provide Customer with notice of and an opportunity to accept such terms prior to their implementation (d) The term of the Feature License is perpetual provided that the feature is used with the specific Product unit for which the feature was purchased, that the full consideration for the Products which are the subject matter of the Feature License has been fully paid and discharged and the Customer has not breached its undertakings towards Ceragon otherwise.

17. CUSTOMER OBLIGATIONS. In addition and without prejudice to any other obligation and undertaking of the Customer contained herein, Customer hereby represents and warrants that it is purchasing the Products for Customer's own business use and Customer is hereby expressly prohibited from reselling, leasing, or distributing the Products purchased at any time whether prior to or after the effective date of this Agreement to any third parties without Ceragon's express written authorization. Breach of this provision shall be deemed a material breach of this Agreement.



CERAGON NETWORKS STANDARD TERMS AND CONDITIONS OF SALE OF EQUIPMENT & SERVICES

Customer shall further: (a) procure all necessary licenses, consents, authorizations, orders, permits and approvals, type certificates or other certification as may be required to deliver, import, transfer, install, integrate and operate the Products and enjoy the Services or to effect the valid execution, delivery and performance of this Agreement and perform any action required or advised thereunder (collectively, "Approvals"); (b) prepare link sites for installation of the Products, if initial commissioning of Products is ordered by Customer, in accordance with the requirements provided by Ceragon, and provide Ceragon, its employees, agents and other representatives with reasonable access to sites during installation and testing of the Product links; (c) comply with any and all safety regulations and standards and such other regulations and/or licensing requirements as are or may be promulgated by authorized governmental authorities and required in order to carry out the terms of this Agreement, including obtaining required state or local governmental licenses or other certificates; (d) ensure that Customer's personnel attending Ceragon's training courses shall be qualified and with a reasonably good command of English; (e) clear the Products and all related materials through customs, including payment at the port or airport of entry of all duties, taxes, fees, levies, storage charges, and other charges related to the customs clearance, provided that Customer receives from Ceragon all customs documentation reasonably specified in advance by Customer. Customer shall complete customs within thirty (30) days of arrival of the Products to the applicable customs authority and shall notify Ceragon at the time of completion; and (f) use best efforts to assist Ceragon to prepare any necessary shipping documents in connection with the supply of the Products.

Prior to the delivery of any Product or the rendering of any Service the Customer shall assure that (i) no further approval, action by, or authorization of or designation, declaration, or filing with any governmental authority or other persons or entity is required that has not been, or will not have been, obtained by the Customer prior to the delivery of the Products or performance of Services in order to effect the valid execution, delivery and performance of this Agreement; and (ii) there is no frequency or spectrum interference or any limitation which may affect, apply to or interrupt the wireless transmission or broadcasting.

18. CONFIDENTIALITY. All confidential and/or proprietary information, including but not limited to, trade secrets, IP Rights, Product specifications, plans, product and technical documentation, inventions, formulas, processes, databases, know-how, ideas, type design data, drawings, photographs, specifications, models, prototypes, designs, materials, construction or assembly, computer hardware and software (whether in machine-readable or human-readable form), technical, commercial and operational information concerning the Products, information concerning manufacturing methods and techniques, quality control and test methods, marketing data including target customers, customer lists and market plans and strategies, business plans, market researches and analysis, prices, cost and pricing data, quotes,

proposals, business alliances, teaming agreements, marketing and sales strategy, product applications and other similar confidential and proprietary information, whether disclosed in writing or orally ("Confidential Information") transmitted or otherwise exposed by Ceragon to the Customer, shall be treated by the Customer with the same care as the Customer would exercise in the handling of its own Confidential Information, but not less than reasonable care. The Customer shall not use, disclose or transfer such Confidential Information to any third party nor use the same for any purpose not explicitly authorized herein. Customer shall not, without Ceragon's advance written consent, copy, reproduce, disclose or transfer to a third party, or use such Ceragon Confidential Information, except as expressly permitted by Ceragon in writing. The limitations and undertakings specified in this Section shall remain in effect notwithstanding the termination or expiration of any Purchase Order.

19. LIMITED WARRANTY. The terms and conditions with respect to Ceragon's Warranty, shall be as defined under Ceragon's Specific Warranty Terms and Conditions attached hereto as **Annex B**.

20. DISCLAIMER OF FURTHER WARRANTIES. THE WARRANTIES PROVIDED IN THESE TERMS AND CONDITIONS INCLUDING IN ANY ANNEX HERETO CONSTITUTE CERAGON'S SOLE AND EXCLUSIVE LIABILITY FOR DEFECTIVE OR NONCONFORMING PRODUCTS, EQUIPMENT, SOFTWARE AND SERVICES AND SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING PRODUCTS, EQUIPMENT, SOFTWARE AND SERVICES. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

21. LIMITATION OF LIABILITY. CERAGON'S LIABILITY FOR CLAIMS FOR ANY DAMAGES, LOSSES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PARTICULAR PURCHASE ORDER SHALL IN THE AGGREGATE, BE LIMITED TO THE TOTAL PURCHASE ORDER PRICE PAID UNDER SUCH PARTICULAR PURCHASE ORDER FOR THE PRODUCTS AND/OR SERVICES ON WHICH THE CLAIM IS BASED.

UNDER NO CIRCUMSTANCES SHALL EITHER CERAGON OR CUSTOMER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (HOWEVER ARISING), INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE, LOSS OF REVENUES OR DAMAGES TO BUSINESS OR REPUTATION ARISING FROM OR IN ANY WAY CONNECTED TO THE PERFORMANCE OR NON-PERFORMANCE OF ANY ASPECT OF THIS AGREEMENT OR ANY PURCHASE ORDERS THEREUNDER WHETHER OR NOT CERAGON OR



CERAGON NETWORKS STANDARD TERMS AND CONDITIONS OF SALE OF EQUIPMENT & SERVICES

CUSTOMER SHALL HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS. THE FOREGOING NOTWITHSTANDING, IN THE CASE OF DEATH OR INJURY TO ANY PERSON THIS SECTION SHALL NOT BE APPLICABLE TO ANY DAMAGES ARISING FROM SUCH DEATH OR PERSONAL INJURY. THIS SECTION APPLIES TO ALL OTHER LIABILITY, LOSSES OR CLAIMS UNDER THIS AGREEMENT, HOWEVER ARISING.

THE EXTENT OF CERAGON'S LIABILITY HEREUNDER IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT AND THE PROVISION OF REPLACEMENT SERVICES IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND IN NO EVENT SHALL CERAGON'S LIABILITY EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER SUCH PARTICULAR PURCHASE ORDER FOR THE EQUIPMENT AND/OR SERVICES ON WHICH THE CLAIM IS BASED.

IF AND IN THE EVENT THAT THE OPERATION AND EFFECTIVENESS OF THIS SECTION 22 IS OR SHALL BE LIMITED BY OPERATION OF THE GOVERNING LAW OF THIS AGREEMENT, THIS SECTION 21 SHALL BE INTERPRETED AND APPLY AT THE FULLEST EXTENT PERMISSIBLE UNDER SUCH LAW.

22. INDEMNIFICATION. Each party shall indemnify the other for losses, costs, damages and amounts awarded against the other in a non-appealable court decision in connection with a claim, suit or proceeding that arises from injury or death to persons or damage to tangible property, to the extent such injury or death is caused by the negligence or willful misconduct of such other party and provided, further, that the said court have jurisdiction over the Agreement and the parties thereto in accordance with these Terms and Conditions.

Customer shall indemnify, defend and hold harmless Ceragon, from any and all suits, claims, actions, proceedings or demands brought against Ceragon and from all costs, damages and expenses borne by it as a result of Customer's failure to pay amounts due and owing hereunder, to obtain any approval or to otherwise perform any of its obligations hereunder. Such indemnification shall include, but shall not be limited to any suits, claims, actions, proceedings or demands against Ceragon by factors, pledgees, assignees, banks, financing companies, or any other holders of Customer's receivables assigned, transferred, or sold hereunder by Ceragon.

23. EXPORT RESTRICTIONS. Customer understands that Ceragon is subject to regulation by agencies of the United States Departments of Commerce and Treasury and other countries, which prohibit export or diversion of equipment, including the Products and the Services directly or indirectly to certain countries. Customer shall not export or resell the Products or serviced equipment or the Software directly or indirectly to any country for which Israeli, U.S. and other export license is required without first receiving confirmation that the Israeli authorities or U.S. Department of Commerce or other applicable authority has approved such export. Customer shall comply with all laws and regulations concerning

importation of the Contracted Equipment and will use its best efforts and timely action to obtain and maintain all necessary approvals for import licenses and other similar permits.

24. PUBLICITY. It is agreed that Ceragon may identify Customer as a user of Ceragon's Products and recipient of the Services in advertisements, promotional literature, customer lists, website, and reports to Ceragon's analysts and shareholders. It is further agreed that Customer may identify to its customers that Ceragon is a supplier of the Products and/or Services to Customer. The parties otherwise agree that the text of all information concerning this Agreement or either of the parties in excess of the notification of the entering into this Agreement, for inclusion in any written or oral announcement, press release, or other public release of information, must be approved in writing by both parties prior to any disclosure, unless otherwise required by law.

25. ENTIRE AGREEMENT. The contract of sale between the parties comprised of Customer's Purchase Order and Ceragon's Order Acceptance shall be exclusively based upon the terms and conditions herein and this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. Such contract of sale shall not be modified or rescinded, except in writing by the parties. Printed provisions on Customer's Purchase Orders shall be deemed null and void and shall have no effect whatsoever. These Terms and Conditions supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter hereof.

26. FORCE MAJEURE. Ceragon shall not be liable for failure to perform or delay in performance or delivery of any Products or Services due to (a) acts of God, nature calamities such as but not limited to fires, floods, storms, earthquakes, pandemic (including COVID-19) and its implications, acts of government or any governmental or quasi-governmental authority, strikes, or other labor disputes, accidents, sabotage, terrorism, hostilities, acts of violence, war, riots, acts of precedence or priorities granted at the request or for the benefit, directly or indirectly, of any federal, state or local government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by federal, state or local laws, rules or regulations; or (b) any other cause beyond the control of Ceragon. In the event of the occurrence of any of the foregoing, the time for performance shall be extended for such time as may be reasonably necessary to enable Ceragon to perform. Ceragon may, during any period of shortage due to any of the above circumstances, allocate its available supply of Products or Services among itself and its Customers in such manner as Ceragon, in its sole and exclusive judgment, deems fair and equitable. Notwithstanding the above, Force Majeure shall not relieve the Customer of the obligation to pay outstanding amounts due.



CERAGON NETWORKS STANDARD TERMS AND CONDITIONS OF SALE OF EQUIPMENT & SERVICES

27. TERM AND TERMINATION. These Terms and Conditions shall commence on the effective date of the Order Acceptance for the accepted applicable Purchase Order and continue as set forth in the Order Acceptance, unless the applicable accepted Purchase Order is terminated as provided below. Ceragon maintains the right to terminate a Purchase Order at any time in case the Customer fails to comply with any of its obligations hereunder. A Purchase Order may be terminated immediately upon notice in the event of: (a) Insolvency, bankruptcy or dissolution of either party hereto and such action is not dismissed within sixty (60) days of the date such action is initiated or in the event of a party's assignment of its assets for the benefit of creditors; (b) a force majeure that continues for longer than ninety (90) days; (c) a party ceases its business activities; or (d) a party becomes affiliated with any firm or company that sells products which directly compete with the Products. A party committing a material breach of any of the terms and conditions hereof or materially defaulting in the performance of any of its obligations hereof (provided that the non-breaching or non-defaulting party has first given the other party written notice of the grounds supporting the material breach or default and the breaching or defaulting party has not cured, or has not commenced to cure in a reasonable manner and with all due speed, the material breach or default within thirty (30) days of receipt of such notice, except for event of default for non-payment in which case the notice period shall be five (5) days), in which case the non-breaching or non-defaulting party shall be entitled to terminate the respective Purchase Order. Termination of any accepted Purchase Order shall not affect any of the parties' obligations which exist as of the date of termination, or the parties' obligations which, by the context of these Terms and Conditions, are intended to survive its termination.

28. ASSIGNMENT. No assignment of any rights or interest or delegation of any obligation or duty of Customer under these Terms and Conditions, Ceragon's quotation, Order Acceptance, or invoice, or Customer's Purchase Order may be made by Customer without the prior written consent of Ceragon. Any attempted assignment or delegation will be null and void without any legal force or effect. Ceragon may assign these T&Cs and/or any Purchase Order or any of the rights hereunder or thereunder, including the right to receivables at Ceragon's discretion.

29. WAIVER. No failure of Ceragon to insist upon strict compliance by Customer with these Terms and Conditions or to exercise any right accruing from any default of Customer shall impair Ceragon's rights in case Customer's default continues or in case of any subsequent default by Customer. Waiver by Ceragon of any breach by Customer of these terms and conditions shall not be construed as a waiver of any other existing or future breach.

30. LIMITATION OF ACTIONS. Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of these Terms and Conditions by Ceragon shall be barred unless commenced by Customer within one (1) year from the occurrence of the facts and

circumstances giving rise to any such alleged cause or action.

31. NOTICES. Notices. All notices and requests required or authorized hereunder, shall, except where specifically provided otherwise, be given either in writing by personal delivery or sent by registered mail, addressed to the party intended at its address set forth in the Purchase Order. Notice shall be effective as of the date of delivery in the case of (i) personal delivery. For registered mail delivery, notice shall be effective ten (10) days after the date upon which such notice is deposited for registered mail delivery, addressed to the party intended at its proper address. All communications and notices shall be in the English language.

32. SEVERABILITY. If any provision of this Agreement shall be found or be held to be invalid or unenforceable, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any party hereto. In such event, the Parties shall use their best efforts to negotiate in good faith, a substitute, valid and enforceable provision or agreement which most nearly effectuates the Parties' intent in entering into this Agreement.

33. GOVERNING LAW. In the event of a dispute between Customer and Ceragon concerning, arising out of, connected or relating to this Agreement, its interpretation or performance hereunder, the validity, construction, and interpretation of these Terms and Conditions and all Purchase Orders issued hereunder shall be solely and exclusively governed by and construed in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws. The parties expressly agree to exclude application of the United Nations Convention in Contracts for the International Sale of Goods.

34. DISPUTES. The courts in Tel Aviv, Israel shall have sole and exclusive jurisdiction over the parties, the Agreement and subject matter thereof. For implementation of these Terms and Conditions and all its consequences, each party waives such of its rights and privileges under any other law or legal system, such as the law of the place of performance, as is necessary to give effect to the term and conditions hereof.



CERAGON NETWORKS STANDARD TERMS AND CONDITIONS OF SALE OF EQUIPMENT & SERVICES

Annex A – Ceragon’s Specific Services’ T&C’s

1. GENERAL

Ceragon will maintain Ceragon equipment and software in accordance with these Terms and Conditions and the Customer Maintenance Service Order.

2. DEFINITIONS

For the purposes of this document, the following expressions shall have the meaning set forth below:

- **“Contracted Equipment”**, means Ceragon equipment and Ceragon Software as noted in the Customer Service Order.
- **“Contracted Services”**, means the services that will be provided by Ceragon as noted in the Customer Service Order.
- **“Customer”** - means the Party to whom the Equipment and Software was originally sold, its permitted assignees or any other Party that has an agreement with Ceragon.
- **“Maintenance Service Order”** means the Customer request for service of certain Contracted Equipment made in accordance with Ceragon procedures.
- **“Service Area”** means the place of installation of the Equipment as set forth in the purchase contract or as otherwise agreed upon between the Parties in writing.
- **“Business Days”** means Sunday/Monday through Thursday/Friday, excluding public and official holidays of Ceragon’s local support center location.
- **“Service Requests”** means, collectively, Critical Service Requests, Major Service Requests, Minor Service Requests and Inquiry Service Requests.
- **“TAC”** means Ceragon’s Technical Assistance Center.
- **“TSE”** means, individually and collectively, Ceragon’s Technical Support Engineering staff at the TAC.

3. SCOPE

- 3.1 The Contracted Services will commence on the Service Commencement Date and shall continue in effect for unlimited time subject to the commitment of payment being satisfied.
- 3.2 All additional Ceragon equipment or software purchased by the Customer will be automatically considered as “Contracted Equipment” and covered by the terms of this document, following the respective warranty period. The Customer’s account will be adjusted in accordance with Ceragon standard prices for Contracted Services to reflect the additional coverage. The Customer will be billed for the adjustment.
- 3.3 The terms of this document may be changed by Ceragon after the Customer has been provided with sixty- (60) days prior notification of such changes.

4. RESPONSIBILITIES OF CERAGON

- 4.1 Ceragon will provide the Contracted Services, subject to full payment.
- 4.2 Ceragon will provide labor and parts as necessary to maintain the Contracted Equipment in good operating condition. Only new standard parts or parts of equal quality will be used. All replaced parts shall become the property of Ceragon.
- 4.3 Ceragon neither guarantees nor implies the availability of service outside the Service Hours nor the availability of service other than the Contracted Services as defined in the Maintenance Service Order. However, Ceragon will, at its own discretion, use reasonable commercial efforts to supply such service.
- 4.4 Ceragon shall not be liable for delay in performance if such delay is caused by unavailability of information, material or computer time or any other item, which is to be furnished to Ceragon by the Customer.

5. RESPONSIBILITIES OF CUSTOMER

- 5.1 To initiate a Service Request, the Customer’s designated administrative contact(s) will notify Ceragon Technical Assistance Center (TAC).
- 5.2 The Customer shall provide Ceragon Technical Support Engineering staff (TSE) with adequate working space and facilities including light, heat, ventilation, electrical current and outlets, and adequate storage space for parts, if required. All such facilities shall be reasonably close in proximity to the Contracted Equipment to be serviced and shall be provided at no extra charge to Ceragon
- 5.3 The Customer shall provide Ceragon at no charge, access to and use of any machines, remote diagnostics, attachments, features, communication facilities or other equipment and material normally available at Customer’s site which, in the opinion of Ceragon’s personnel, are necessary to facilitate the performance of the Contracted Services.
- 5.4 The Customer shall provide Ceragon access to the Contracted Equipment to perform the Contracted Services during the Service Hours. The Customer shall not require Ceragon or its employees to waive claims or potential claims of liability against the Customer nor shall any other conditions be imposed on Ceragon as a condition of site access except those set forth herein.
- 5.5 At Ceragon option, any faulty part shall be returned to Ceragon TAC for inspection and repair and shall be properly packed with all shipping, insurance, customs, duties, taxes and other expenses paid by the shipping party. No parts shall be returned unless Customer first informs Ceragon of the problem and obtains a return material authorization number (“RMA”), which will be issued by Ceragon TAC upon request.

6. EXCLUSIONS

The Contracted Services exclude the following:

- 6.1 Services performed at any time to resolve a problem or failure that was not covered by a Ceragon warranty or service agreement or which is unrelated to the Contracted Equipment.
- 6.2 Specification changes instituted by the Customer or corrections that are necessary due to an operating environment, which is different from that in which the Contracted Equipment is intended to function according to its specifications.
- 6.3 Installation, relocation, removal, modification, re-configuration or substitution of Contracted Equipment or accessories, attachments or other devices.
- 6.4 Labor, parts and repairs necessary to put the Contracted Equipment into good operating condition when caused by conditions that occurred after the Contracted Equipment was covered under an Ceragon warranty or before the Contracted Equipment was covered under a Customer Service Order.
- 6.5 Ceragon shall not be obligated to repair or replace any Contracted Equipment, part or portion thereof:
- with a missing, illegible or defaced serial number, model number or any other identification markings, unless caused by normal wear and tear (as determined in Ceragon’s sole discretion);
 - that has been damaged due to accident or other cause beyond Ceragon’s reasonable control;
 - that has been damaged due to operation or maintenance of the Contracted Equipment in contravention of Ceragon’s instructions (including environmental and storage requirements);
 - in which sealed components have been opened without Ceragon’s prior written authorization;
 - in which Customer or Customer’s agents modified the physical, mechanical, electrical, software or interconnection components (except interconnection components complying with



CERAGON NETWORKS STANDARD TERMS AND CONDITIONS OF SALE OF EQUIPMENT & SERVICES

Ceragon's recommendations), without Ceragon's prior written authorization; or

- That has been repaired or modified by unauthorized personnel .

- 6.6 Any services not listed in the Maintenance Service Order.
- 6.7 Software will not be serviced if the following conditions exist:
- 6.7.1 The system does not conform to the update level necessary to support the Software or has been modified other than by Ceragon personnel, so as not to conform to the specifications for which the Software was designed.
- 6.7.2 The Customer is using the Software in violation of its software licenses.
- 6.7.3 The system software (i.e. operating system, system utilities and libraries, drivers, etc.) is not supported and approved by Ceragon
- 6.7.4 The Software has been subjected to damage or abuse by the Customer, its agents or employees, or any end user of Customer.
- 6.8 The Customer has made a copy of the Software without Ceragon approval.
- 6.9 A copy of Software provided by Ceragon has been altered or changed in any way by Customer or third parties.
- 6.10 Ceragon is not responsible for problems to the operating characteristics of the Contracted Equipment, which were caused by unauthorized modifications to copies of the Software provided by Ceragon
- 6.11 Ceragon is not responsible for problems that occur as a result of the use of the Software in conjunction with non-Ceragon software or with hardware, which is incompatible with the version of the Licensed Software provided.

7 PAYMENT TERMS

- 7.1 Ceragon will issue a quarterly invoice in the beginning of each quarter for the services to be provided in this quarter. Customer shall pay all invoices not later than thirty (30) days from date of invoice.
- 7.2 The prices for services do not include any travel or living costs. All travel and living costs incurred and/or paid by Ceragon will be charged to Customer at Ceragon's cost plus a 15% administrative fee. Ceragon will provide substantiating documentation for such costs
- 7.3 Unless stated otherwise, all payments shall be made in US dollars by wire transfer to Ceragon's bank account.
- 7.4 Customer shall not set off any credits or amounts due against amounts owed to Ceragon, without prior written authorization by Ceragon. Unless otherwise agreed, the balance of the Customer Service Order is due on the date of commencement of the Contracted Services as noted in section 3
- 7.5 The balance of additional charges and adjustments pursuant to Section 3.2 shall be due no later than thirty-(30) days from the date of Adjusted Customer Service Order. Ceragon reserves the right to withhold Contracted Services if the Customer has not made all payments when due. Ceragon may offset payments.
- 7.6 All charges and adjustments noted in this document and in the Customer Service Order are exclusive of sales taxes or VAT. If applicable, any such taxes, whether levied on Ceragon or not, will be paid by the Customer. At Ceragon sole discretion, Ceragon may pay such taxes and then charge the Customer for such taxes and reasonable expenses incurred thereby.
- 7.7 In addition to the charges due under the Service Order, the Customer agrees to pay or reimburse Ceragon for any and all taxes, duties, customs, fees and other charges of every kind, nature and description imposed by any government or municipal authority whether now in force or hereafter enacted or imposed, for which Ceragon is not obligated to pay under these terms.

8 RELOCATION

- 8.1 If any Contracted Equipment is relocated from the Service Area, Ceragon will continue to maintain the Contracted Equipment at the new location if (I) the new location is located in an Ceragon service area and (ii) if the Contracted Equipment is re-installed by Ceragon or with Ceragon approval. The Customer will be invoiced separately for the cost of re-installation and inspection.

9 MODIFICATIONS TO THE CONTRACTED EQUIPMENT

- 9.1 In order to provide the Contracted Services, Ceragon may, at its discretion, make modifications to the Contracted Equipment. After notification, the Customer shall provide Ceragon with access to the Contracted Equipment during the Service Hours. If access is provided after the Service Hours (not including 24 - hour Contracted Service), then the Customer shall be charged for after-hour service at the then prevailing Ceragon labor service rates.
- 9.2 If the Customer requests that modifications be made to the Contracted Equipment or that non- Ceragon accessories or devices be added to the Contracted Equipment, then such modifications or additions and the terms of Ceragon service responsibilities in connection therewith shall be subject to a separate agreement between Ceragon and the Customer.
- 9.3 The Customer will notify Ceragon of any modification to any Contracted Equipment covered under the Customer Service Order. If the modification creates a safety hazard or is likely to cause product malfunction, Ceragon may correct the malfunction at the Customers expense. If the malfunction cannot be corrected to Ceragon satisfaction it will be removed from the list of Contracted Equipment serviced under the Service Order without further obligation on Ceragon behalf.

10 TERM AND TERMINATION

- 10.1 The terms hereof shall commence on the date specified in the Service Order and shall continue for a period as specified in the Service Order provided Customer pays the applicable charges and complies with the obligations hereunder.
- 10.2 Ceragon maintains the right to terminate these Terms and Conditions before its expiration date in case the Customer fails to comply with any of its obligations stated in these Terms and Conditions.
- 10.3 These terms and Conditions may be terminated immediately upon notice in the event of:

- Insolvency, bankruptcy or voluntary dissolution of either party hereto during the term hereof and such action is not dismissed within sixty (60) days of the date such action is initiated or in the event of a party's assignment of its assets for the benefit of creditors;
- A force majeure that continues for longer than ninety (90) days;
- A party committing a material breach of any of the terms and conditions of this document or materially defaulting in the performance of any of its obligations under this document (provided that the non-breaching or non-defaulting party has first given the other party written notice of the grounds supporting the material breach or default and the breaching or defaulting party has not cured, or has not commenced to cure in a reasonable manner and with all due speed, the material breach or default within thirty (30) days of receipt of such notice, except for event of default for non-payment in which case the notice period shall be five (5) days), in which case the non-breaching or non-defaulting party shall be entitled to terminate these Terms and Conditions.

11 LIMITED WARRANTY

- 11.1 Ceragon warrants to Customer that the Hardware in the repaired or replaced Contracted Equipment shall be free of defects in material and workmanship under normal use



CERAGON NETWORKS STANDARD TERMS AND CONDITIONS OF SALE OF EQUIPMENT & SERVICES

and service for a period of three (3) months following the date of delivery to Customer.

- 11.2** Ceragon shall be released from all warranty obligations in the event that a has been subjected to misuse, neglect, accident or improper installation, or if repairs or modifications (including Software modification) were made by persons other than Ceragon's own authorized service personnel, unless such repairs by other were made with the written consent of Ceragon.



CERAGON NETWORKS STANDARD TERMS AND CONDITIONS OF SALE OF EQUIPMENT & SERVICES

Annex B - Ceragon's Specific Warranty T&C's

1. WARRANTY DURATION

1.1 Ceragon warrants that the Hardware was manufactured with the highest quality standards and sold to the Customer free from defects in material and workmanship, subject to normal use and service during the Warranty Period.

1.2 Hardware Warranty duration - 12 months from the date of delivery to the Customer ("Hardware Warranty Period").

1.3 If Ceragon is installing the Hardware and Software - the earlier of 12 months from Acceptance date or 15 months from the delivery date.

2. CERAGON OBLIGATIONS

2.1 Ceragon's sole obligation under the foregoing warranty, shall be at its option, to repair or replace any component which fails during the Hardware Warranty Period, provided that the Customer has promptly reported such failure to Ceragon in writing prior to the end of the Warranty Period, and that Ceragon, upon inspection, establishes to its satisfaction that the component is in fact defective in materials or workmanship.

3. HARDWARE WARRANTY

3.1 Ceragon warrants that the Hardware will meet the documented Ceragon specifications. At Ceragon's option, any defective part shall be returned to Ceragon facilities for inspection and repair, properly packed and with all shipping, insurance, taxes and other expenses to be paid by the shipping party. No parts shall be returned unless Customer first informs Ceragon of the problem and obtains a return authorization number (RMA), which will be furnished by Ceragon Customer Support upon request.

3.2 Ceragon shall not be obligated to repair or replace any Equipment or any component of the Equipment if Ceragon reasonably believes that such repair or replacement is necessitated in whole or in part by: normal wear and tear; catastrophe; accident; fault or negligence of the Customer; misuse or abuse; improper or unauthorized connection with any peripheral; external electrical fault; or alteration, modification, installation, service or repair performed otherwise than by Ceragon or with Ceragon's permission.

3.3 The warranty term for repaired parts is six (6) months from repair date or the balance of the original warranty, whichever is greater.

3.4 Each party will be responsible for custom clearance in its country.

4. SOFTWARE

4.1 Software is provided "as is" and without warranty of any kind. Ceragon does not warrant that the Software will be error free or uninterrupted in its use or operation; in addition, Ceragon does not warrant that the Software will meet Customer's requirements or will operate in combinations that Customer may select for use, or that the operation of the Software will be uninterrupted or error-free, or that all Software errors will be corrected.

4.2 Ceragon's sole obligation and liability related to the Software is to provide bug fixes (for network affecting problems) during the Hardware Warranty Period.

4.3 The above obligation (in section 4.2) does not cover the following:

- Any media that have been subjected to damage or abuse by Customer, its agents or employees, or any end user of Customer.
- Any copies of Software made by Customer.
- Any copies of Software provided by Ceragon that have been altered or changed in any way by Customer or third parties.

4.4 In addition, Ceragon is not responsible for problems to the operating characteristics of any hardware or operating system, which were caused by modifications to copies of the Software, provided by Ceragon.

4.5 Ceragon is not responsible for problems that occur as a result of the use of the Software in conjunction with non-Ceragon software or with hardware that is incompatible with the version of the Licensed Software provided.

5. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITIES

5.1 THE ENTIRE LIABILITY OF CERAGON AND ITS SUBSIDIARIES, AFFILIATES, AND SUBCONTRACTORS, (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY WORK OR SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE: (1) FOR CERAGON'S FAILURE TO PERFORM ANY MATERIAL TERM OF THIS AGREEMENT (E.G., CERAGON

MAINTENANCE SERVICE OBLIGATIONS), CUSTOMER'S SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES IF CERAGON FAILS TO CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS OF RECEIPT OF CUSTOMER'S WRITTEN NOTICE; (2) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH CERAGON'S SOLE NEGLIGENCE WAS THE PROXIMATE CAUSE, YOUR RIGHT TO PROVEN DAMAGES TO PROPERTY OR PERSON; AND (3) FOR CLAIMS OTHER THAN SET FORTH ABOVE, CERAGON'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE LESSER OF AN AMOUNT EQUAL TO THAT PAID BY THE CUSTOMER OR TWO HUNDRED THOUSAND U.S. DOLLARS (\$200,000).

5.2 CERAGON SHALL NOT BE LIABLE FOR THE FOLLOWING TYPES OF DAMAGES: (1) INCIDENTAL DAMAGES; (2) SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, DATA, SAVINGS OR REVENUES OF ANY KIND, AND CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS. CERAGON SHALL NOT BE LIABLE FOR THE TYPES OF DAMAGES ENUMERATED ABOVE WHETHER OR NOT CERAGON

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

5.3 ANY WARRANTY ON SERVERS & WORKSTATIONS SHALL EXCLUDE HARDWARE WARRANTY AND WILL BE LIMITED TO SOFTWARE.

5.4 All claims must be made in writing and received by CERAGON within sixty- (60) days of occurrence.

6. SERVICES PROVIDED DURING WARRANTY

Ceragon shall provide technical support and maintenance services for the supplied Products in accordance with Ceragon's support and maintenance service description and at a fee to be agreed upon between the parties in writing

7. Updates/Changes to these T&C's

Ceragon may from time to time change and/or update these T&C's, on its own discretion with a prior written notice to Customer.