

**OPSYS TECH LTD.**  
**Standard Terms and Conditions of Sale**

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS THE TERMS AND CONDITIONS OF SALE THAT GOVERN YOUR PURCHASE. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. REFERENCES TO “YOU” OR “YOUR” MEAN THE PURCHASER OF THE GOODS AND/OR SERVICES.

These Terms and Conditions of Sale (including any policies or attachments referenced herein, these “Terms”) constitute the entire agreement between Opsys Tech Ltd. or any of its affiliates (including all affiliates and manufacturing partners, “Opsys”) and you and apply to all offers and sales by Opsys of goods and services purchased by you (“Goods” and “Services”, respectively).

**1. Other Documents.** Any terms, conditions and/or provisions contained in your purchase order (or any other communication from you) that are in any way inconsistent with or in addition to these Terms are hereby rejected by Opsys and shall not be applicable to these Terms or binding in any way upon Opsys. Notwithstanding the foregoing, if a written contract signed by both parties is in existence covering the sale of Goods or the performance of Services covered herein or the Opsys purchase order acknowledgement for the applicable Goods and/or Services states specific terms or conditions, the terms and conditions of such contract and/or purchase order acknowledgement (with an applicable purchase order acknowledgement taking first precedence) will prevail to the extent (and only to the extent) any such term or condition is in conflict or inconsistent with the applicable term or condition hereunder. Opsys’ acceptance of any offer to purchase by you is expressly conditioned upon your assent to all of the terms and conditions stated in these Terms. Acceptance of the Goods or Services will in all events constitute such assent. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Opsys; provided that Opsys may update or change these Terms at any time without notice with respect to any future purchase order.

**2. Quotes; Pricing; Payment Terms; Orders; Interest.** Unless set forth otherwise on the applicable quotation, quotations are valid for a period of thirty (30) days following issuance. Notwithstanding the unit pricing indicated on any purchase order acknowledgement, in the event of changes in market and/or supply conditions, raw material or other costs, or expedite fees, Opsys shall be entitled, at its reasonable discretion, to increase unit pricing on any undelivered products. In addition to the foregoing, within its general sales policy, Opsys reserves the right to invoke price adjustments to future orders from you, which shall be communicated to you in due time. Terms of payment (including any required pre-payment or C.O.D) are within Opsys’ sole discretion and will be set forth on the applicable Opsys-issued quotation or purchase order acknowledgement. Invoices are due and payable within the time period noted on your invoice (or thirty (30) days from date of invoice if no such time period is noted), measured from the date of the invoice. Opsys may invoice parts of an order separately. Opsys is not responsible for pricing, typographical or other errors in any offer or quotation by Opsys and reserves the right to cancel any orders arising from such errors. Opsys reserves the right to charge you a late payment penalty charge at a rate of 1.5% per month applied against overdue amounts or the maximum rate permitted by law whichever is less

for each day payment is overdue. Title to the Goods passes from Opsys to you only upon payment in full for such Goods.

**3. Delivery; Shipping; Rescheduling.** The estimated scheduled shipping dates set forth in any purchase order acknowledgement or confirmation are merely estimates and may be updated at any time by Opsys. Opsys will not be liable for delay, loss or damage in transit. You may not refuse delivery or otherwise be relieved of any obligations as the result of any delay. Opsys may, in its sole discretion, without liability or penalty, make partial shipments of Goods to you or partial performance of Services for you. Each partial shipment or performance will constitute a separate sale, and you will pay for the units shipped or services performed whether such shipment is in whole or partial fulfillment of your purchase order. Subject to Opsys approval and unless otherwise provided in the purchase order acknowledgement, you may reschedule a shipment of Goods provided that Opsys has received written notice from you at least thirty (30) days prior to the originally scheduled shipping date and you may reschedule a shipment of Goods any number of times, but for a maximum of one hundred and eighty (180) days from the originally scheduled shipping date. Once an order is rescheduled by you it automatically becomes noncancelable and nonrefundable by you.

**4. Shipping Charges; Taxes; Title; Risk of Loss.** Unless set forth otherwise on the applicable purchase order acknowledgement, shipment of Goods will be made EXW (Ex Works, Incoterms 2020) Opsys’ facility (including any manufacturing partner), at which time risk of loss will pass to you. Shipping and handling costs are additional and shall be borne by you unless otherwise expressly indicated in the applicable quotation or purchase order acknowledgement and, if paid by us, such costs will be added to your invoice. You (i) give your consent for us to arrange for carriage for all Goods supplied hereunder on your behalf; and (ii) waive your right to arrange carriage or to give us any specific instructions regarding carriage. Unless you provide Opsys with a valid and correct tax exemption certificate applicable to your purchase of Goods or Services and the Goods ship-to and Services performance location, you are responsible for sales and other taxes associated with the order. If required by law, applicable sales and other taxes will be added to your invoice.

**5. Software/Firmware.** Subject to these Terms, to the extent any Software (as defined below) is included with or embedded in the Goods as delivered by Opsys to you hereunder, you hereby agree to the current Opsys End User License Agreement (the “EULA”), which is made available to you either by separate agreement, goods documentation, the Opsys website or upon request. With respect to Opsys Software (as defined below), in the absence of any such EULA, Opsys hereby grants to you a limited non-exclusive, non-sublicensable, non-transferable license to use any such software that is owned by Opsys in object code format solely as required to operate the Goods in accordance with their applicable specifications. Without limiting the EULA or these Terms, you will not and shall have no right to, directly or

indirectly, translate, disassemble or decompile such Software, nor create or attempt to create, by reverse engineering or otherwise, the source code of such software. Subject only to the rights expressly granted to you under this Section and the EULA, Opsys and its licensors retain all proprietary rights and title (including without limitation all intellectual property rights) to such software and any modifications thereof. No ownership of any part of such Software is hereby transferred to you. "Opsys Software" means the proprietary computer software program(s) owned by Opsys embedded or installed in the Goods delivered directly (or when permitted by Opsys, resold through one or more tiers of distribution) (i) by Opsys to you under a purchase order or (ii) by an authorized reseller to you, and any updates thereto that are delivered to you. "Opsys Software" will not include any software owned by a third party that is embedded or installed in such products or otherwise delivered by Opsys to you ("Third-Party Software"). "Software" may refer to either Opsys Software or Third-Party Software".

## **6. Warranties; Disclaimer.**

(a) The Goods, when delivered to a common carrier for shipment to you, will be free of material defects in workmanship and material and will substantially conform to the applicable published functional specifications effective on the date of shipment of the Goods for a period of twelve (12) months from the date of shipment of the Goods. The Services will be performed in a professional and workman like manner. These warranties run only to you and not any other party and are otherwise subject to Opsys' standard warranty policy in effect from time to time. Without limitation, this limited warranty does not apply to defects or non-conformity resulting from Goods that have been damaged or misused by any person or entity after risk of loss passes to you; or defects or non-conformity resulting to the Goods or Services from instructions provided by you. You are liable for costs or expenses incurred by Opsys related to the foregoing exclusions.

(b) If any Goods supplied or Services performed by Opsys to you fails to conform to the quality warranties set forth in Subsection (a) above and is confirmed by Opsys ("Non-Conforming Goods or Services"), then Opsys will at its election and its cost either: (i) arrange for the repair or replacement and shipment or re-performance of such Non-Conforming Goods or Services, or (ii) issue a credit to you for the price paid for any such Non-Conforming Goods or Services subject to the return of such Non-Conforming Goods or Services. Correction in the manner provided above will constitute your sole remedy for, and complete fulfillment by Opsys of, all liabilities of Opsys with respect to all warranties and the quality of the Goods and Services. Opsys will not accept return of Goods except in accordance with this Subsection (b) and such reasonable instructions for returning Goods as Opsys may provide from time to time, including without limitation the issuance prior to any return of Goods of a Return Material Authorization ("RMA"), which may include product-specific handling instructions that you must follow. For valid product warranty claims timely made in accordance with this Agreement, you must return the non-conforming products to us, unless we agree otherwise. All replaced or credited Goods will become our property. We will ship your repaired or replacement Goods according to our delivery terms in these Terms. The foregoing will only apply if the claim is made by you in writing within fourteen (14) days of its detection of defective or non-conforming Goods (which in the case of Goods arriving damaged,

such claim must be made within fourteen (14) days of such arrival).

(c) Our warranties do not apply to (i) normal wear and tear; (ii) accident, disaster or event of force majeure; (iii) misuse, fault or negligence of you or any of your employees, customers or contractors or other third parties; (iv) use in applications or environments not in accordance with the Goods specification, (v) causes external to the products such as, but not limited to, power failure or electrical power surges; (vi) storage, installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner by you or any third party (including the carrier), such as, but not limited to, failure to follow our instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications, or operation or contact with unapproved software, materials, chemicals or other products; or (vii) products manufactured in accordance with specifications you gave us.

(d) EXCEPT AS EXPRESSLY SET FORTH IN SUBSECTION (A) ABOVE: (A) THE GOODS AND SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OR SUPPORT OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT, TITLE, OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND WILL BE BINDING ON OR OBLIGATE US; (B) THE GOODS AND SERVICES ARE EXPRESSLY PROVIDED TO YOU "AS IS"; (C) IF ANY TECHNICAL SUPPORT OR ASSISTANCE IS PROVIDED WITH RESPECT TO THE GOODS AND SERVICES AND THE USE THEREOF, IT IS PROVIDED "AS IS", WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED; (D) OPSYS DOES NOT WARRANT THAT THE USE OR OPERATION OF THE GOODS AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; AND (E) YOU BEAR ALL RISKS RELATING TO THE USE OF THE GOODS AND SERVICES AND THE QUALITY AND PERFORMANCE OF THE GOODS AND SERVICES AND ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION EXCEPT AS PROVIDED ABOVE. THESE TERMS STATE YOUR SOLE AND EXCLUSIVE REMEDIES. OPSYS DOES NOT MAKE ANY WARRANTIES REGARDING THIRD-PARTY SOFTWARE (INCLUDING ANY THIRD-PARTY SOFTWARE AND INCLUDED IN OR WITH ANY GOODS). ANY SUCH WARRANTIES (IF ANY) MAY BE SET FORTH IN A SEPARATE AGREEMENT BETWEEN YOU AND THE LICENSOR OF SUCH THIRD-PARTY SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT OPSYS IS NOT RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE AND ANY FAILURE THEREOF.

(e) You acknowledges that, unless specifically stated in a written agreement between you and Opsys, the Goods, the Opsys Software and the Third-Party Software are not designed, intended, authorized, or certified for use in environments or applications where failure or inaccuracy of the Opsys Software or Third-Party Software could lead to death, personal injury, or severe physical or environmental damage, including but not limited to life-safety applications, and LiDAR sensor Goods, as well as related

Software and Third-Party Software, operate only as indicators and decision-making functions and the results and consequences of such decisions are not the responsibility of Opsys.

**7. Indemnification.** You will defend, indemnify and hold harmless Opsys and its officers, directors, employees, permitted successors, agents and representatives from and against any liability, claim, demand, action, suit, proceeding, loss, damage or expense (including court costs and reasonable attorneys' fees) related to misuse of the Goods or resulting from injury and/ or death of any person or damage to or loss of any property arising out of your combination of the Goods with any other product or the negligence or wrongful act, error or omission. If a third party makes a claim against us for infringement of its intellectual property rights based on (i) our manufacture or sale of a product or custom product we make under your instructions, specifications, or other directions, or using materials that you provide to us, (ii) your failure to comply with these Terms, (iii) your failure to acquire any applicable additional intellectual property rights related to your use of the Goods, or (iv) your modification, use or resale of a product, then you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that we may have to pay as a result of the claim.

**8. Limitation of Liability.** TO THE MAXIMUM EXTENT LEGALLY PERMITTED, WHETHER OR NOT OPSYS WAS AWARE OR ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE: (A) OPSYS' AGGREGATE LIABILITY (WHETHER BASED ON WARRANTY, CONTRACT, TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY) WILL IN NO CIRCUMSTANCES EXCEED THE COST OF THE GOODS AND SERVICES YOU ORDERED THAT IS RELATED TO YOUR DAMAGES; AND (B) IN NO EVENT WILL OPSYS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR COST OF COVER, OR DAMAGES RESULTING FROM LOST DATA (WHETHER BASED ON WARRANTY, CONTRACT, TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY). SOME STATES, COUNTRIES AND PROVINCES DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**9. No Reverse Engineering; Other Restrictions.** You acknowledge that all internal hardware, software, and functionality not readily visible from external view of the Goods constitute trade secrets and other intellectual property of Opsys and, accordingly, You acknowledge and agree that you shall not, nor shall you permit any other third party to: (i) reverse engineer any Goods; (ii) disassemble any Goods, including by removing any software, components or parts of components from any Goods or their respective housings or otherwise circumvent, disable or otherwise interfere with security-related or technical features or protocols of any Goods; (iii) decompile, disassemble or otherwise attempt to derive the source code, algorithms, models, designs, or architecture underlying any Goods; (iv) copy or make any reproduction of any Goods in whole or in part; (v) make a derivative work of any Goods or product documentation/materials,

or use them to develop any service or product that is the same as (or substantially similar to) them; (vi) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt any Goods; or (vii) alter any Goods or Software in any Goods. The foregoing restrictions do not apply to the extent that such restrictions are prohibited by applicable law notwithstanding the terms of these Terms.

**10. Confidentiality.** If the parties have entered into a written non-disclosure agreement, the terms of such agreement will govern the exchange of information under these Terms. If the parties have not entered into a written non-disclosure agreement, then you agree for a period of five (5) years following the disclosure of any Confidential Information by Opsys to you, you will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of Opsys (provided that in the case of Confidential Information that constitutes a trade secret, such time period shall run until such Confidential Information no longer constitutes a trade secret). The term "Confidential Information" means all non-public information that Opsys designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and includes, without limitation, these Terms, Opsys quotations, any non-public information relating to released or unreleased Opsys products, goods or services and information received from others that Opsys is obligated to treat as confidential. "Confidential Information" will not include information that was known to you prior to Opsys' disclosure to you, or information that becomes publicly available through no fault of yours. You may from time to time provide suggestions, comments or other feedback ("Feedback") with respect to the Goods and Services and other products, goods or services of Opsys. You agree that all Feedback is and will be given entirely voluntarily. Feedback, even if designated as confidential by you, will not, absent a specific separate written agreement, create any confidentiality obligation for or upon Opsys. Opsys will be free to use, disclose, reproduce, license and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property or otherwise.

**11. Compliance with Law; Export Control.** You will comply with all applicable laws, regulations and ordinances and maintain in effect all the licenses, permissions, authorizations, consents and permits that you need to carry out your obligations under these Terms. You will comply with all export, re-export, and import laws of all countries and governmental authorities involved in or having jurisdiction with respect to the sale of the Goods and Services under these Terms and you represent to us that you are not prohibited from acquiring the Goods or receiving the Services by any law, regulation, or governmental authority. You will cooperate fully with us in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and will indemnify and hold us harmless from, or in connection with, your or your consultants', agents' or employees' violation of this Section 11. You assume all responsibility for shipments of Goods or performance of any Services requiring any government import or other clearance. Opsys may terminate these Terms and any open purchase order of yours if any law, regulation, or governmental authority restricts the sale, export or import of any Goods or Services or imposes antidumping or countervailing duties or any other penalties on the Goods or Services.

**12. Governing Law.** All disputes, claims or controversies arising out of these Terms, or the negotiation, validity or performance of these Terms, or the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of Israel without regard to its rules of conflict of laws. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the State of Israel (the "Israel Courts") for any litigation among the parties hereto arising out of or relating to these Terms, or the negotiation, validity or performance of these Terms, waives any objection to the laying of venue of any such litigation in the Israel Courts and agrees not to plead or claim in any Israel Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Israel Courts.

**13. Miscellaneous.** Opsys will have no liability under these Terms for Opsys' failure or delay in performing any of the obligations imposed by these Terms to the extent such failure or delay is the result of any event beyond Opsys' reasonable control or anticipation. In the event that any provision of these Terms is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and the remainder will continue in effect, to the extent consistent with the intent of the parties as of the effective date of these Terms. Nothing in these Terms will be construed to place the parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties. Neither party will represent to the contrary, either expressly,

implicitly or otherwise. You may not assign or transfer these Terms or any rights or duties hereunder in whole or in part, without the prior written consent of Opsys. Any attempted assignment, delegation or transfer by you in violation hereof will be null and void. Subject to the foregoing, these Terms will be binding on the parties and their successors and assigns. All notices under these Terms will be in writing and will reference these Terms. Notices will be deemed given when delivered personally or by a commercial overnight carrier, with written verification of receipt. All communications will be sent to the headquarters address of the applicable recipient with attention to "Sales/Purchase Orders" or such other addresses designated in writing by the applicable party. Failure by either party to enforce any provision of these Terms will not be deemed a waiver of future enforcement of that or any other provision. The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms. These Terms and any applicable purchase order acknowledgement constitute the entire agreement between the parties with respect to the subject matter hereof, except to the extent provided in Section 1. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, purchase order acknowledgments or quotations, except to the extent provided in Section 1. To the extent there is any conflict between any term or condition of these Terms and any term or condition of the EULA, the applicable term or condition of the EULA will prevail. These Terms may not be modified or waived, in whole or part, except in writing and signed by an officer or duly authorized representative of both parties.