

**Ondas Conditions of Sale**  
(Warranties and Claims; Support and Maintenance)

1. ACCEPTANCE - Unless otherwise agreed in writing by ONDAS NETWORKS, INC, these Conditions apply to the supply of goods ("goods") by Ondas Networks, Inc. to any buyer ("Buyer"). Buyer acknowledges that any use it might make of stationery bearing any conditions of Buyer shall be purely for its administrative convenience and such use shall not result in such conditions being incorporated into this contract. A quotation by ONDAS NETWORKS, INC. does not constitute an offer and ONDAS NETWORKS, INC. reserves the right to withdraw or revise the same at any time prior to ONDAS NETWORKS, INC. confirming in writing accepted purchase order to Buyer. Buyer acknowledges that use of software is governed by ONDAS NETWORKS, INC.'s software license terms applicable to that software. The Conditions in this document shall also apply to the supply of software except to the extent that they are inconsistent with the software license terms; in particular the warranty provisions of Condition 12 shall not apply to the supply of software. Software included in goods is governed by the Software End User License Agreement set out in **ANNEX A** hereto.
2. PRICES - Quotations by ONDAS NETWORKS, INC. shall be valid only for 30 days from the date of issue. All prices are subject to adjustment at any time prior to dispatch of the goods based upon specifications, quantities, shipment arrangements or other terms and conditions which are not part of the original quotation or order. If Buyer fails to take delivery of the quantity of parts which would qualify for any quantity discount price for which he is being billed then Buyer will be back-billed according to the price quantity discount schedule in effect at the time the order was placed or according to the quotation, whichever is highest.
3. TAXES - Unless otherwise provided herein, the amount of any tax or duty imposed by any authority (national, local or other) applicable to the goods or their manufacture, sale or supply (ie. sales, use, value added or other taxes, customs duties, or similar tariffs), shall be added to the invoiced price and shall be paid by Buyer or, in lieu thereof, Buyer shall provide ONDAS NETWORKS, INC. with a tax exemption certificate acceptable to the taxing authorities.
4. TERMS OF PAYMENT - Unless otherwise expressly stated in writing, terms are net cash 30 days from the date of invoice. ONDAS NETWORKS, INC. reserves the right to require full or partial payment in advance, or to revoke any credit previously extended, if, in ONDAS NETWORKS, INC.'s judgment, Buyer's financial condition does not warrant proceeding on any terms specified. If the goods are delivered in installments, Buyer shall pay for each installment in accordance with the terms of payment hereof. Payment shall be made for the goods without regard to whether Buyer has made or may make any inspection of the goods. Overdue payments shall be subject to finance charges computed at a rate of 2% per month. All invoices shall be paid in full without any deduction or set-off.
5. DELIVERY - Unless otherwise specified, quoted prices are Ex Works (Incoterms 2000). Delivery means ex warehouse in the State of California ("Delivery"). Delivery dates represent ONDAS NETWORKS, INC.'s best estimate and failure to meet these dates shall not constitute default nor shall ONDAS NETWORKS, INC. be liable for loss or expense incurred in the event that the specified delivery date is not met. Unless otherwise agreed, ONDAS NETWORKS, INC. may make delivery by installments and each such delivery shall constitute a separate contract.
6. FORCE MAJEURE - Neither party shall be liable for any loss or damage (direct or indirect) suffered by the other which is due to any cause beyond the first party's control, including, without limitation, acts of nature, the unavailability of or difficulty or increased expense in obtaining materials or sources of energy, riots, wars, fires, floods, epidemics, lockouts, strikes or slow-downs, delays in delivery by suppliers, or acts or omissions of the other. In the event of delay due to any such cause, time for delivery shall be extended for a period equal to the duration of the delay and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay.
7. SHIPMENT - Unless specific instructions to the contrary are supplied by Buyer, methods and routes of shipment will be selected by ONDAS NETWORKS, INC. but ONDAS NETWORKS, INC. will not assume any liability in connection with shipment nor constitute any carrier as ONDAS NETWORKS, INC.'s agent. Unless declined by Buyer in writing, all shipments will be insured by ONDAS NETWORKS, INC. at Buyer's expense and risk, and Buyer shall be responsible for initiating any proof of delivery request and/or making all claims with carriers, insurers and others for non-delivery, loss, damage or delay.

8. RISK OF LOSS - Risk in the goods shall pass to Buyer upon Delivery.

9. RETENTION OF TITLE - Title to the goods shall not pass to Buyer until payment in full of the price. Until such payment Buyer shall have possession of the goods as bailee for ONDAS NETWORKS, INC. and shall keep the goods insured in their full replacement value, provided that if the goods are being sold or supplied to Buyer for resale or re-supply Buyer may sell, supply and deliver the goods to a third party in the ordinary course of Buyer's business on condition that until such payment as aforesaid Buyer shall hold all proceeds of such sales and supplies in trust for ONDAS NETWORKS, INC.. ONDAS NETWORKS, INC. reserves the right to repossess any goods in respect of which payment is overdue and thereafter to resell them and for this purpose Buyer hereby grants an irrevocable right and license to ONDAS NETWORKS, INC.'s employees and agents to enter upon its premises during normal business hours. This right shall continue notwithstanding the termination of the contract and is without prejudice to any accrued right of ONDAS NETWORKS, INC. hereunder or otherwise.

10. RESCHEDULING AND CANCELLATION - Buyer may reschedule a delivery by a maximum of 60 days upon written notice received by ONDAS NETWORKS, INC. no less than 30 days prior to the scheduled delivery date. A delivery may only be rescheduled once. Buyer may cancel a delivery without penalty upon written notice received by ONDAS NETWORKS, INC. no less than 120 days prior to the scheduled delivery date. If Buyer gives less than 120 days notice of cancellation, Buyer shall be liable for termination charges including all costs, direct and indirect, incurred and committed for this contract, together with a reasonable allowance for pro-rated expenses and expected profits. Such termination shall be subject to a minimum charge of 10% of the price of sales or supplies terminated. Deliveries that have been rescheduled may not be cancelled without penalty.

11. SPECIFICATIONS - All goods are subject to ONDAS NETWORKS, INC.'s standard specifications. ONDAS NETWORKS, INC. reserves the right to make changes to the specification of any goods without prior notification to or approval from Buyer provided that such changes do not materially affect the performance of the goods or the purposes for which they can be used.

12. WARRANTIES AND CLAIMS; SUPPORT AND MAINTENANCE - ALL GOODS DELIVERED BY ONDAS NETWORKS, INC. HEREUNDER ARE SUBJECT ONLY TO THE LIMITED WARRANTY ATTACHED HERETO AS ANNEX B (the "Standard Hardware Warranty"). If the goods are being sold or supplied to Buyer for resale or re-supply Buyer may sell, supply and deliver the goods to a third party in the ordinary course of Buyer's business on condition that Buyer obtains third party agreement to be bound by terms of the Standard Hardware Warranty and Software End User License Agreement. Software Support & Maintenance services set out in ANNEX C are included as part of Standard Hardware Warranty

13. INTELLECTUAL PROPERTY RIGHTS - Buyer shall indemnify ONDAS NETWORKS, INC. against any and all liabilities, claims and costs incurred by or made against ONDAS NETWORKS, INC. as a direct or indirect result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of Buyer involving any infringement or alleged infringement of any rights of any third party.

ONDAS NETWORKS, INC. shall, subject to compliance by Buyer with the following paragraph of this Condition 13, indemnify Buyer against any and all liabilities, claims and costs incurred by or made against Buyer arising out of any infringement of any third party rights protected in the US where such infringement arises out of normal and reasonable use by Buyer of the goods but so that such indemnity shall not cover any infringement which is due to the use of the goods or any of them in association or combination with any other materials not supplied by ONDAS NETWORKS, INC.

In the event of any claim being made or action brought against Buyer arising out of the matters referred to in the preceding paragraph, Buyer shall forthwith notify ONDAS NETWORKS, INC. thereof and shall authorize and allow ONDAS NETWORKS, INC. to conduct on behalf of Buyer all negotiations for the settlement of the same and any litigation which may arise there from. Buyer shall afford reasonable assistance to ONDAS NETWORKS, INC. for the purpose of conducting such negotiations or litigation and contesting such claim or action.

14. ASSIGNMENT - Buyer may not assign this contract or any rights or claims hereunder without ONDAS NETWORKS, INC.'s prior written consent. ONDAS NETWORKS, INC. shall have the right to assign its rights and

to sub-contract any of its duties under this contract.

15. COMPLIANCE WITH LAWS - Buyer shall carry out the transactions contemplated by this sale or supply and shall otherwise deal with the goods in conformity with all applicable laws and regulations, including those of US relating to export control, and shall obtain all permits and licenses required in connection with Buyer's purchase, installation, sale, supply, shipment or use of the goods. Failure to do so shall not entitle Buyer to withhold or delay payment. Any additional expenses or charges incurred by ONDAS NETWORKS, INC. resulting from such failure shall be for Buyer's account.

16. INSOLVENCY AND DEFAULT - If Buyer shall:

- (a) breach any of these Conditions, or
- (b) commit an act of bankruptcy, or make an arrangement with its creditors, or go into liquidation (other than for solvent amalgamation or reconstruction) or have a receiver or administrator appointed, or suffers similar action in another jurisdiction,

then ONDAS NETWORKS, INC. may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries and/or determine the rights of Buyer under Section 9 and/or by notice in writing to Buyer terminate this contract.

17. GOVERNING LAW - Any contract made shall be governed by and interpreted and enforced in accordance with the laws of the State of California.

18. WAIVER - Failure by either party to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

19. NOTICES - Any notice to be given hereunder shall be given by personal delivery, post or facsimile transmission to the address of the relevant party as set out in the contract or to such other address as a party may have notified the other in accordance herewith. Notice by facsimile transmission shall be confirmed by post. Notice shall be deemed to have been given when personally delivered, or on the fourth business day after posting, or on the next business day after facsimile transmission.

20. SEVERABILITY - The invalidity or unenforceability of any particular provision of these Conditions shall not affect the other provisions hereof and these Conditions shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

21. THIRD PARTY RIGHTS - No third party shall have any right of action against ONDAS NETWORKS, INC. or Buyer under a contract between ONDAS NETWORKS, INC. and Buyer to which these Conditions apply.

## ANNEX A: SUPPLIER'S END USER LICENSE AGREEMENT

This SUPPLIER'S END USER LICENSE provides a license to qualified customers ("Customer") of Ondas Networks, Inc. ("Supplier"). Customers include customers of authorized distributors / resellers of Supplier.

Software Support & Maintenance services set out in ANNEX C are included as part of Standard Hardware Warranty.

### 1. Grant

Distributor hereby grants Customer a non-transferable, non-exclusive license, without right to sublicense, to use the software developed or acquired by Supplier and delivered to Customer under this Supplier's End User License Agreement ("Software"), only with the Supplier hardware for which the software is intended and exclusively for use with Supplier hardware owned, possessed and operated by Customer and specified in Customer's invoice ("System"). No source code or license to use source code is provided hereunder. Software includes the programs delivered to Customer, all related documentation and any update, revision, translation, adaptation, modification, derivation or copy of the foregoing. Software does not include software delivered to Customer with a shrink-wrap license. As to such licenses, Customer agrees to be bound by the terms set forth therein, unless it notifies Distributor of any objections and returns the software within ten days of receipt thereof.

### 2. Use

Customer will use the Software only in its own internal business operations. Customer will not remove Software from hardware on which the Software is pre-loaded. Customer will not copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Software.

### 3. Ownership

Title to the Software and all patents, copyrights, trade marks, mask works, circuit layout rights, design rights, trade secrets and other proprietary rights in or related to the Software are and will remain the exclusive property of Supplier or its licensor, whether or not specifically recognized or perfected under the laws of the country where the Software is located. Customer will not take any action that jeopardizes such proprietary rights nor will it acquire any right in the Software, except the limited use rights specified herein.

### 4. Confidentiality

(1) The Software incorporates confidential and proprietary information developed or acquired by Supplier. Customer will protect the confidentiality of the Software and all such information with the same degree of care as it employs to protect its own confidential and proprietary information, but at least with a reasonable degree of care. Customer will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Software, which notice will not constitute publication or otherwise impair the Software's confidential nature.

(2) Customer will not disclose the Software to any person, except to those of its employees, agents or consultants who require access for Customer's authorized use of the Software. Before disclosure to such parties, Customer will require that they expressly:

- (a) recognize Supplier's or its licensor's confidential and proprietary rights in the Software;
- (b) agree to comply with the use, ownership, confidentiality and export control restrictions applicable to the Software; and
- (c) acknowledge Supplier's, its licensor's and Distributor's right to enforce these restrictions, in each case in writing.

(3) Customer will be liable for non-compliance by its agents and contractors to the same extent it would be liable for non-compliance by its employees.

## **5. NO WARRANTIES; LIMITATION ON DAMAGES**

THIS LICENSE AGREEMENT DOES NOT INCLUDE ANY WARRANTIES, EXPRESS OR IMPLIED, BY OR ON BEHALF OF SUPPLIER OR ANY ENTITY GRANTING SUPPLIER LICENSE RIGHTS TO THE SOFTWARE. IN NO EVENT WILL SUPPLIER OR ITS LICENSER:

(A) BE LIABLE FOR ANY SPECIAL, PUNITIVE, MORAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFIT, WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, LOST PROFIT OR DATA; OR

(B) INCUR AGGREGATE LIABILITY IN ANY ACTION OR PROCEEDING WHICH EXCEEDS THE TOTAL AMOUNT ACTUALLY PAID TO SUPPLIER BY DISTRIBUTOR FOR THE SOFTWARE THAT DIRECTLY CAUSED THE DAMAGE.

## **6. Termination**

(1) This Supplier's End User License Agreement will automatically terminate if Customer stops owning, possessing or operating the System, and it may be otherwise terminated with thirty days' prior written notice if the Customer violates any of its terms or conditions. Upon any such termination, all rights granted to Customer, including but not limited to the right to use to the Software, will immediately cease.

(2) Any provision of this Supplier's End User License Agreement which by its sense and context deals with Software use, disclosure, ownership, confidentiality, inspection, re-exportation and third party enforcement rights will survive its expiration or termination for any reason.

## **7. Export Controls**

The confidential information of Supplier, and all related technical documents and materials are subject to export controls under the U.S. Export Administration Regulations and related U.S. laws. Customer will:

- (a) comply strictly with all legal requirements established under these controls;
- (b) co-operate fully with Supplier in any official or unofficial audit or inspection that relates to these controls; and
- (c) not export, re-export, divert, transfer or disclose, directly or indirectly, any Software, confidential information of Supplier, or related technical documents and materials or any direct product thereof to any country (or to any national or resident thereof) which the U.S. Government determines from time to time is a country (or end-user) to which such export, re-export, diversion, transfer, or disclosure is restricted, without obtaining the prior written authorization of Supplier and the applicable U.S. Government agency.

## **8. Assignment; Enforcement**

Customer may not assign, delegate or otherwise transfer the Software, this Supplier's End User License Agreement or any of its rights or obligations without Supplier's prior approval. Any assignment, delegation or transfer which violates the foregoing will be void. The provisions of this License Agreement are intended to enure to the benefit of Supplier and its licensor. Supplier or its licensor has the right to enforce these provisions directly against Customer, whether in Supplier's or distributor's name, and Supplier accepts this right.

## ANNEX B: LIMITED WARRANTY

### **Product Warranty**

Subject to the terms and conditions set forth below, Ondas Networks Inc. (“Ondas” or “Ondas Networks”) warrants to the original purchaser of the Product or the first purchaser who is the user of the Product (“End User”) that each Ondas Networks manufactured software-defined radio (“Product”) delivered by Ondas Networks will be free from defects in material and workmanship, provided the Products are operated under normal conditions as outlined in the Product specification documentation available to the End User at the time of shipment (the “Specifications”). Each Product delivered to the End User will receive warranty coverage as defined below for a period of fifteen (15) months from the time of Product shipment or twelve (12) months from the time of Product installation, whichever occurs first (“Standard Hardware Warranty”). End Users may purchase additional hardware warranty coverage available in one (1), five (5), and ten (10) year terms (“Extended Hardware Warranty”). Software included in goods is governed by the Software End User License Agreement set out in ANNEX A hereto.

### **Remedies**

Subject to the limitations set out below, if it appears that the Product does not operate in accordance with the Specifications during the Standard or Extended Hardware Warranty period, Ondas Networks will Repair or Replace the Product in accordance with the Warranty Service and Claims process set out in detail below.

### **Warranty Service and Claims**

To place a warranty claim, the End User must notify Ondas Networks by email at [support@ondas.com](mailto:support@ondas.com). Ondas will process warranty claims on a first come, first served basis during normal business hours: Monday through Friday, 8 AM – 5 PM PST. Ondas will provide the End User with a Return Material Authorization (RMA) number and instructions for returning the failed Product for Repair or Replacement to an Ondas defined location (“Return Location”) such as (i) the Ondas Networks address indicated below or (ii) to the nearest Ondas Networks certified distributor. Once it has been determined that the Product qualifies to receive warranty coverage per the warranty Qualification details below, Ondas will use commercially reasonable efforts to, at its sole option, either Repair or Replace the Product within ten (10) days from receipt of each returned Product.

### **Warranty Qualification**

Ondas Networks is entitled to require reasonable tests prior to determining qualification under this warranty. The conditions for any tests to be performed on Product, which are claimed to have not performed in accordance with the terms of this warranty, shall be agreed to in writing by Ondas Networks and Ondas Networks in its discretion may be represented at such tests. Standards used for such tests shall be consistent with leading industry practices and standards. An Ondas Networks determination regarding qualification of Product for warranty coverage shall be deemed final.

In the event that the Product qualifies for coverage under this warranty, Ondas Networks, at its option and at no charge to the End User shall either Repair or Replace any defective Product. This warranty excludes all costs associated with the shipment of the Products to Return Location such as, but not limited to, freight fees, taxes, duties, etc. In the event that the Product qualifies for coverage under this warranty, Ondas Networks shall be responsible for cost of shipment to End User of the repaired or replaced Products that qualifies for coverage under this warranty. This warranty does not cover costs of removal or installation of any Products.

In the event Ondas determines that the cause of the Product failing to operate in accordance with the Specifications was due to a reason set forth in the warranty Conditions and Limitations section below, Ondas reserves the right to require the End User (including End Users which purchase Advance Replacement noted below) to pay the then current full list price for a replacement Product or for the cost of repair of Product.

### **Warranty Conditions and Limitations**

Ondas Networks extends this warranty only to End User purchasers in North America. This warranty and the remedies herein are limited to Products properly used, maintained, stored, installed and used for its intended purpose and used only in accordance with Ondas Networks instructions including proper installation of Ondas Network’s software and

all updates and upgrades made available by Ondas Networks. This warranty shall not apply to Products installed, operated or maintained in or under abnormal conditions, including without limitation, excessive temperature. This warranty is not applicable to any Product which is not installed in accordance with Ondas Networks Specifications, connections diagrams, and/or industry practices and standards, including, without limitation to, the following:

- The Canadian Electric Code (CEC)
- Federal, State, and local codes
- The Standards of the American National Standards Institutes (ANSI)

Ondas Networks does not warranty the installation, maintenance, or service of the Product. Ondas Networks cannot be responsible for ancillary equipment not branded by Ondas Networks (“Ancillary Equipment”), even if such Ancillary Equipment is packaged, sold, and delivered with the Ondas Products. Ondas does not warranty the operation of the Product with any Ancillary Equipment; all such equipment and operation of such equipment with the Product is expressly excluded from this warranty. Furthermore, Ondas Networks cannot be responsible for any damage to the Product resulting from the use or operation with the Ancillary Equipment not furnished by Ondas Networks.

### **Advance Replacement**

End Users who have either (i) purchased an Extended Hardware Warranty or (ii) received a Product Dead on Arrival (DoA) qualify for prompt replacement of the Product before testing or troubleshooting the Product to determine whether the Product needs either repaired or replaced (“Advance Replacement”). To initiate an Advance Replacement, End Users may submit a warranty claim as described in the Warranty Service and Claims section. Upon validation of the Advance Replacement claim, Ondas will issue an RMA number and use commercially reasonable efforts to package and ship a replacement Product within two (2) business days from the initial submission of a warranty claim.

The End User is responsible for returning the defective Product to the Return Location and is also responsible for the costs associated with shipment from the End User’s site to the Return Location. Pursuant to Advance Replacement, Ondas is responsible for and will incur all costs associated with shipping the new Product to the End User. In the event the End User fails to return the defective Product within ten (10) business days of receipt of the new Product for replacement, Ondas reserves the right to invoice the End User for the then current full list price of the Product.

Dead on Arrival means a Product materially fails to operate in accordance with the Specifications within the first forty-eight (48) hours after installation.

### **State Law Rights**

Some states within the United States do not allow the exclusion or limitation of consequential or incidental damages, or limitations on the duration of an implied warranty. Therefore, the limitations or exclusions of consequential or incidental damages and implied warranties set forth herein may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### **General Provisions**

This warranty sets forth all of Ondas Networks’ responsibilities for the Product.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. IN NO EVENT, INCLUDING WITHOUT LIMITATION, IN CONTRACT, TORT, STRICT LIABILITY OR WARRANTY, SHALL ONDAS NETWORKS BE LIABLE TO THE PURCHASER OR TO ANY THIRD PARTY, FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR OTHER ECONOMIC ADVANTAGE ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT TO THE FULL EXTENT THAT SUCH MAY BE DISCLAIMED BY LAW. ONDAS NETWORKS’ SOLE LIABILITY SHALL BE TO REPLACE OR REPAIR THE PRODUCT.

## ANNEX C SOFTWARE SUPPORT & MAINTENANCE

Software Support & Maintenance services set out in this ANNEX C are included as part of Standard Hardware Warranty. It is recommended that End Users purchase Software Support & Maintenance services beyond the Standard Hardware Warranty period, which are also available in one (1), five (5), and ten (10) year terms.

End Users agree to provide remote network access to Ondas Engineers for incident troubleshooting.

Software Support & Maintenance services are as follows:

- Periodic Software Updates and Periodic Software Upgrades to Base Operational Software;
- One (1) Network Inspection per year;
- Annual End User refresh training provided by Ondas Field Service Engineers – refresh training is limited to a single four (4) hour training session;
- Discounted Service Benefits (scope of discounts and hours provided to be determined based on size of network);
- Access to the Customer Support Desk for dedicated customer support and troubleshooting;
- Incident triage and tracking per the levels defined below for software related incidents:
  - **Level 1:** represents general remote support via phone, to address non-critical software error(s) for which either a workaround or a fix is readily available. If this level of support cannot resolve the problem, the request is passed to level two support, which is the technical support specialists. Ondas will analyze Level 1 incidents in the order by which they were received.
  - **Level 2:** represents intermittent network errors or the loss of major Product software features or functional components, for which either a workaround or a fix is available, most likely in the form of Product subcomponent replacement or repair. If resolution requires code modification, the request is passed to level three support. Ondas may request to maintain spare parts inventory at strategic locations to support timely replacement of damaged or failed components. Ondas will address Level 2 incidents in the order by which they are reported and will use commercially reasonable efforts to resolve all Level 2 incidents within two (2) days of the reported incident.
  - **Level 3:** represents major system issues such as the Product software is not functioning or negatively impacting the production environment. This Level is used for complex problems requiring assistance from Supplier Engineering Development, or other personnel that have more in-depth knowledge of the products. This level of support does perform code modifications. Ondas will take commercially reasonable steps to solve the error as quickly as possible.

Software Support & Maintenance services do not include providing 3<sup>rd</sup> party hardware and related supplies, or any other activity not explicitly set forth in this agreement.

### **Hardware Warranty and Software Support & Maintenance Definitions:**

For purposes of ANNEX B and C, the following terms shall have the meanings set forth below.

**Advance Replacement** – advanced defective Product remedy coverage. Within two (2) business days of receiving a defective warranty claim, the Ondas Customer Support Desk will stage a replacement Product for shipment.

**Annual Network Inspections** – are performed by Ondas Field Service Engineer(s) and include thorough assessments of network efficiency and inspections of certain field hardware/software on an as-needed basis. Ondas will provide a report highlighting network enhancements identified and/or preventative measures taken to ensure the Products reach their intended lifetime.

**Annual Refresh Training** – a single four (4) hour training session covering Ondas radio technology, network configuration, and troubleshooting. Training sessions are led by an Ondas Field Service Engineer at the location of the End User's choosing.



**Base Operational Software** – Ondas custom radio software embedded and operating on each Ondas manufactured software defined radio.

**Customer Support Desk** – Ondas' dedicated customer support call center which End Users may contact by calling +1-888-350-9994 during normal business hours (Monday through Friday, 8 AM – 5 PM PST) or by submitting an email to support@ondas.com. In addition to technical / troubleshooting support, End Users may contact the Customer Support Desk to place a warranty claim, access technical documentation, check on the status of an RMA in process, and/or order ancillary or spare equipment.

**Discounted Service Benefits** – reduced rates for certain Engineering Support Services. If a defined number of hours are provided to an End Users on a yearly basis, any unused hours will not roll over to the following year.

**Engineering Support Services** – includes remote or on-site support (including installation oversight of hardware or software), customer defined network configuration or development, Wireless Site Surveys (RF Surveys), Network Inspections and Spectrum Analysis, training, software enhancements and new features.

**Network Inspections** – are performed by Ondas Field Service Engineer(s) and may include thorough assessments of network efficiency and physical examinations of field hardware. Ondas will provide a report highlighting network enhancements identified and/or preventative measures taken or required. Scope and timing of Network Inspections are performed in coordination with End User. Network Inspections allows End Users to understand the compatibility of their device or network with respective radio frequencies; making it possible to use filters and frequency sensitive networks to measure devices such as transistors and mixers. Network Inspections may also include Spectrum Analysis.

**Periodic Software Updates** – enhancements to the Base Operational Software to address bug fixes and implement minor enhancements as deemed necessary by Ondas at Ondas' sole discretion (i.e. sustaining or maintenance releases).

**Periodic Software Upgrades** – enhancements to the Base Operational Software such as new features that Ondas develops and commercially releases as a part of its product roadmap.

**Repair or Replace** – defective hardware or Base Operational Software remedy for Standard and Extended Warranty coverage. Once Ondas has qualified the warranty claim, Ondas will determine if the returned Product is capable of repair and once repaired use commercially reasonable efforts to stage for return to the End User. If the defective Product is not eligible for repair, Ondas will replace the returned Product by staging a new Product for delivery back to the End User.

**Spectrum Analysis** – the study of waveforms in relation to time in order to observe the varying signal with respect to the passing of time. Spectrum Analysis allows support engineers to detect and control unwanted signals that may interfere with End User's network connection.

**Wireless Site Surveys (RF Surveys)** – an Engineering Support Service that provides End Users in remote areas with the ability to install compatible wireless networks.

***ONDAS NETWORKS, INC.***

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