

TERMS AND CONDITIONS

FOR SALE, LEASE OR MAINTENANCE OF EQUIPMENT

These Terms and Conditions (this "Agreement") govern the sale and lease of equipment, and the provision of maintenance services for equipment, by Bezeq International Ltd., a corporation established under the laws of Israel and having its offices at 40 Shaham St., Petach Tikva 4951731, Israel ("Supplier") to the customer ("Customer") (Supplier and Customer hereafter jointly referred to as "Parties", and each separately as "Party"), unless an agreement governing the provision of such services was executed by the Parties, in which case such agreement will prevail over this Agreement.

1. Preamble and Definitions

- 1.1. The preamble of these Terms and the Order Form that was given to the Customer are an inseparable part of these Terms.
- 1.2. Words and expressions which are not defined in these Terms will have the meaning given to them in the Order Form.
- 1.3. The headings of the sections are meant for the convenience of the Parties, and will not be used for interpretation of the content of these Terms.
- 1.4. The following terms and expressions will have the meanings stated here, unless said explicitly otherwise:

The Equipment – the equipment which is sold or leased to the Customer, as stated in the Order Form;

The Services – support, maintenance and warranty for the Equipment, as stated in the Order Form;

Order Form – a form in a format provided by Bezeq International and signed by the Customer, indicating, inter alia, the applicable Equipment, charges and payment terms, Service terms, etc.

Work Hours or **Business Day** – Sunday through Thursday (not including holidays and sabbaticals in Israel), from 8:00 to 17:00, and on Friday from 8:00 to 13:00, Israel time;

Remote Support – support for the functional activity of the Equipment via phone and/or remote connection, answering questions concerning the Equipment's abilities and the manner of its operation, and instructions concerning the operation of the Equipment and the manner of using it;

Critical Failure – a failure which causes the shutdown of the complete array of the Equipment or a considerable part of it;

Non-Critical Failure – a failure which does not reach the severity of a Critical Failure.

2. Installation of Equipment

- 2.1. Bezeq International ("BI") shall not be liable for any delay in the supply of Equipment and/or Services according to the Order Form or these Terms, if such delay is beyond the reasonable control of BI, including (but not limited to) delays caused by the manufacturer of the Equipment, events of Force Majeure, an act or omission committed by the Customer or anyone on his behalf, including (but not limited to) submitting wrong details when placing the order for the Services or Equipment by the Customer, or malfunctions caused by communication problems at the Customer's site.
- 2.2. The Customer is responsible to prepare the site intended for the installation of the Equipment, no later than the time of delivery of the Equipment, as agreed upon with the Customer or as set forth in the Order Form; this includes the existence of a communication infrastructure compatible for the Equipment, and sufficient

deployment of cables, including for the connection of the Equipment to the extensions; the existence of a sufficient amount of sockets and electricity sockets and their suitability for connection to the Equipment, etc.

- 2.3. In the event that the site of the Customer is not prepared by the Customer by the agreed delivery time, the installation will be postponed as well. However, it will be perceived as if the Equipment was successfully installed at the time initially set for installation, and the Customer will be charged at that time. BI will be entitled to charge the Customer for any reasonable expenses incurred due to the fact that the site was not ready on time.
- 2.4. The Customer acknowledges that during the installation process there might be disruptions or interferences which might affect the activity at the Customer's site, and although BI will make any reasonable efforts to minimize these disruptions and interferences, they cannot be prevented completely.
- 2.5. In the event that the installation is postponed for more than 45 Work Days, for reasons solely attributable to BI, the Customer will be entitled to terminate the Order Form. The said termination is the sole and exclusive remedy to which the Customer will be entitled in such an event.
- 2.6. Notwithstanding the above, in the event that the installation was postponed due to one of the following circumstances, the Customer will not be entitled to terminate the Engagement: (1) if the delay was caused by an act or an omission of the Customer or anyone on its behalf, including not preparing the site for installation as mentioned above, or communication problems at the Customer's site; (2) circumstances or events which are beyond the reasonable control of BI, including events of Force Majeure or delays caused by the manufacturer of the Equipment.

3. Consideration

- 3.1. In return for the Equipment and the Services, the Customer will pay BI the consideration as specified in the Order Form (the "Consideration").
- 3.2. The Consideration will be subject to the tax rates, levies and any other payments required by the law, for the Equipment or the Services ordered, from the time of order until the completion of payment of the full Consideration.
- 3.3. The full amount of the VAT will be charged at once at the time of the first payment, even if it was agreed that the Consideration will be paid in more than one installment.
- 3.4. Any margin caused by a change in tax rates, levies or mandatory payments as abovementioned, including VAT margins caused by such changes, will be paid by the Customer as soon as demanded by BI, to be invoiced as required by law.
- 3.5. Any payment that the Customer is charged with according to the Order Form or these Terms, which will not be paid on time, will bear late payment interest at the maximum rate according to the law, beginning with the time which was set for payment until the day of actual payment; the aforementioned does not derogate from any right or remedy which BI is entitled to according to these Terms or the law.
- 3.6. It is hereby agreed, that up to the completion of the full Consideration for the Equipment, the Equipment will remain the sole and absolute property of BI, and other than the right to use the Equipment which the Customer is hereby granted, the Customer will have no right concerning the Equipment, including the right to copy, pledge, pawn or transfer the Equipment or the right to allow a third party to use the Equipment, until completion of the full Consideration.

4. Service and Maintenance

- 4.1. BI will provide the Customer with Services within one of the Service Levels specified herein, as specified in the Order Form, for the service period determined in the Order Form, as follows:
 - 4.1.1. "Silver" Service Level: remote support within Work Hours and Fridays between 8:00 – 13:00, including arrival of a technician at the site of the Customer within the aforementioned hours and days;
 - 4.1.2. "Gold" Service Level: remote support 24 hours a day, 7 days a week (not including Yom Kippur), including arrival of a technician to the site of the Customer within the aforementioned hours and days.
- 4.2. During the Service Period, BI will operate a service center, which will concentrate and manage the Services and will function as a sole point of contact for the Customer (The "Technical Service Center").
- 4.3. In addition, during the Service Period, BI will repair defects, flaws or faults which will be found in the Equipment, either by repairing the defects, or by replacing the defective components with usable components ("Maintenance Services"). Maintenance Services will be performed by BI via telephone, or at the site of the Customer or by Remote Diagnostics from the Technical Service Center, depending on the circumstances.
- 4.4. Without derogating from the rest of the Agreement, the Customer undertakes upon itself as follows:
 - 4.4.1. That the conditions of the Customer's workspace will enable physical access and access to the computer systems which are required for the provision of the Services; the Customer is responsible for enabling BI to remotely connect to its network, and to provide BI with a permanent IP address;

If Customer does not enable BI to connect remotely, sending a technician to the site of the Customer will be subject to an additional consideration, in accordance with the tariff of BI at that time.
 - 4.4.2. The Customer will work in cooperation with the representatives of BI, and a representative of the Customer will be responsible to accompany the representatives of BI during the repairs;
 - 4.4.3. The Customer will provide BI with any information and details that are required for the execution of these Terms, and which will be required by BI.
- 4.5. It is hereby clarified that the undertakings of BI according to these Terms are conditioned by the compliance of the Customer with the undertakings mentioned above. Any delay by the Customer in complying with the said undertakings might cause, inter alia, interruptions in the execution of these Terms, additional costs and delays in providing services or products.
- 4.6. The response time in which a technician will arrive at the site of the Customer, in response to a service call received at the Technical Service Center, will be determined according to the classification of the failure, as specified in the following table. It is hereby clarified that a technician will be sent to the site of the Customer only in cases in which the failure cannot be solved remotely.

Service Level	Failure Class	Response Time
Gold	Critical	4 hours
Gold	Regular	One Business Day (NBD)
Silver	Critical	8 work hours

Silver	Regular	3 Business Days
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The Customer understands and agrees that BI will endeavor to solve failures within Work Hours diligently and continuously and with the best efforts, and in the event of a Critical Failure in the Gold Service Level the repair efforts will take place throughout all hours of the day.

- 4.7. The provision of the Services will be subject to the current and normal continuation of the business operation of the manufacturer of the Equipment, and subject to the policy of the manufacturer of the Equipment, including policies concerning end of life / end of support / end of sale. The warranty provided in respect to the Equipment is subject to the manufacturer's warranty terms and policies.
- 4.8. In the following events, the Services will be provided subject to additional consideration:
 - 4.8.1. Replacing batteries and consumable equipment;
 - 4.8.2. Services for systems that are supplementary to the Equipment (such as call logging, exchange and routers) whose warranty period by the manufacturer has expired;
 - 4.8.3. Installation of a replacement component at the site of the Customer, to the extent that the manufacturer's warranty period for the component which is being replaced has expired;
 - 4.8.4. Events in which the damage to the Equipment was caused due to handling by anyone who was not authorized by BI, improper use of the Equipment by the Customer, corrosion or damage caused by heat, liquids, humidity etc.;
 - 4.8.5. Events in which the Equipment was damaged by fire or electricity systems;
 - 4.8.6. Events in which a component or a piece of equipment that was not provided and installed by BI was attached or interfaced with the Equipment;
 - 4.8.7. Events in which the Customer or anyone on his behalf has used the Equipment improperly, including using the Equipment in a manner otherwise than the instructions of BI or the Equipment manufacturer;
 - 4.8.8. Events in which the Equipment was damaged by the Customer or anyone on its behalf;
 - 4.8.9. Changes, updates or upgrades to the Equipment which were initiated by the Customer.
- 4.9. It is hereby clarified that in the event that a technician arrived at the site of the Customer and discovered that the failure is not related to the Equipment, including if the failure is caused by the Customer's communication infrastructure, the Customer's computer network or any systems interfaced with the Equipment, the Customer will be charged with the cost of the visit of the technician.
- 4.10. If Customer chose to receive the Service directly from the Manufacturer, or if Customer did not purchase Service for the Equipment, as indicated in the Order Form, this Section 4 shall not apply.

5. The Term of Engagement

- 5.1. Subject to the confirmation of the credit control department of BI, the term of the Engagement will begin on the day that BI receives the Order Form signed by the Customer, and will conclude at the end of the Service Term specified in the Order

Form, beginning at the time the Equipment was installed and activated at the site of the Customer (the "Initial Term").

- 5.2. At the end of the Initial Term, the engagement will end, and BI will have no more obligations in relation to the Equipment, unless the Parties agreed to renew the Service for the Equipment, in which case, a new Order Form shall be executed, indicating the terms of renewal.
- 5.3. Notwithstanding the said above, and without derogating from any remedy or claim of BI, it is hereby agreed that BI will be entitled to terminate the Engagement immediately in any one of the following events:
 - 5.3.1. The Customer has breached these Terms and did not remedy the breach within 30 days from the moment BI issued a written notice thereof;
 - 5.3.2. A warrant of bankruptcy, insolvency or liquidation or a decision to shut down was issued against the Customer;
 - 5.3.3. A motion to appoint a liquidator or a receiver, trustee or a special manager, or to shut down, and the motion was not canceled within 60 days;
 - 5.3.4. A foreclosure was issued against a major part of the assets of the Customer, in a manner which prevents, or might prevent, the Customer from complying with his undertakings according to these Terms, and the foreclosure was not canceled within 30 days;
 - 5.3.5. The Customer entered into a process of dissolution.
- 5.4. In an event of early termination of the Engagement as stated above, the Customer will be charged with the consideration for the rest of the relevant Engagement Period, in addition to consideration for any Services and Equipment which were provided to the Customer but were not paid for by the time of the early termination of the Engagement.

6. Limitation of Liability

- 6.1. The Customer confirms and agrees that that the Services and the Equipment mentioned in the Order Form and these Terms are offered "as is" and "with all faults"; except as explicitly provided in these Terms and the Order Form, BI does not create any warranty or guarantee, explicit nor implicit, concerning the commercial uses of the Services and the Equipment or their suitability for a specific purpose.
- 6.2. BI does not undertake that the Services and the Equipment will be provided without any interference, in correlation with any other services or equipment of the Customer and without any errors, defects or mistakes. The use of the Equipment is under the sole responsibility of the Customer.
- 6.3. Without derogating from the mentioned above, it is hereby clarified that BI and anyone acting on its behalf will not be liable for any indirect loss, expense or damage, including damages that are collateral, consequential or punitive (and without derogating from the generality of the abovementioned - including compensation for loss of work and business, loss of profit, loss of information, damage to reputation) which was caused to the Customer or anyone on his behalf, in relation to the Services or Equipment.
- 6.4. In any case, the liability of BI for damages on any grounds (contract, torts or otherwise) will not exceed the accumulated sum of the ongoing payment that the Customer has actually paid during the six (6) months that preceded the event in question.
- 6.5. It is hereby clarified that due to the rapid development of computer technology, hardware and software alike, BI is unable to commit that the Equipment will provide a sufficient solution against information security hazards, and the Customer hereby

releases BI of liability for any damage which might be caused to it or to a third party as a result of information security hazards.

- 6.6. For the avoidance of doubt, it is hereby clarified that BI will not be liable for any use which might be done with the Equipment without the knowledge or the consent of the Customer, including calls placed via the PBX of the Customer without Customer's knowledge or consent.
- 6.7. The usage of the Equipment by the Customer and anyone on his behalf is subject to the terms of the end user license agreement of the Equipment (EULA), which could be viewed at the Manufacturer's website and which will be given upon demand. By using the Equipment, the Customer agrees to the said end user license agreement.
- 6.8. Without derogating from any provisions of these Terms and without derogating from the liability of the Customer according to these Terms or the law, the Customer undertakes to acquire an extended insurance policy for its assets and for the End Equipment, for the entire First Engagement Period, from a certified and reputable insurance company. The said insurance will contain a waiver of the right for subrogation towards BI and anyone on its behalf, however, the waiver will not include anyone who has caused such damage maliciously. The Customer releases BI and anyone on its behalf from liability for damage for which the Customer is entitled for indemnification according to the said insurance policy (or for which it might have been entitled for indemnification, had it not been for the deductible), however, this release of liability will not include anyone who has caused such damage maliciously.

7. Miscellaneous

- 7.1. The Customer states and confirms that:
 - 7.1.1. It is an entity incorporated lawfully according to the laws of the country in which it is incorporated, and to the best of his knowledge no action was initiated or going to be initiated with the goal or possible outcome of the Customer's liquidation, the termination of its business, dissolution or any other similar outcome;
 - 7.1.2. There is no prohibition, limitation or prevention, including statutory, contractual or according to his documents of incorporation, to the engagement of the Customer in these Terms and the fulfillment of its undertakings in accordance with it, that it has no undertaking (including a conditional undertaking) which is contradictory to its undertakings according to these Terms, and that its signing on these Terms or the fulfillment of its undertakings according to it do not constitute as a breach of any other agreement or undertaking by it, or any law, including any regulation, warrant or judicial ruling, and that these Terms are confirmed by it in accordance with its internal bylaws and documents of incorporation.
- 7.2. These Terms do not create any benefits for any third party, in the matter concerning these Terms.
- 7.3. A delay in exercising a right by any Party will not derogate from the rights of that Party, and will not be seen as a waiver of any rights or remedies.
- 7.4. Any amendment or change to these Terms will be made in writing, and will be signed by both Parties.
- 7.5. BI will bear no liability for not fulfilling its undertakings due to causes that are beyond its reasonable control, including circumstances caused by events of Force Majeure, riots, war, general conscription, demands by the government or regulator, as long as these circumstances cannot be prevented with reasonable caution.
- 7.6. The documentation of BI will constitute as prima facie evidence of its content.
- 7.7. Assignment of rights:

- 7.7.1. BI is entitled to assign or convert or transfer its undertakings and rights according to these Terms to a third party providing that the rights of the Customer are not harmed by this.
- 7.7.2. The Customer is not entitled to assign, convert or transfer its undertakings or rights according to these Terms to a third party, without prior written consent of BI.
- 7.8. In the event that any provision of the Order Form or these Terms is unenforceable or is void, this will not derogate from the effectiveness and enforceability of the rest of the provisions of the Order Form and these Terms.
- 7.9. The Customer confirms by way of signing on the Order Form that it agrees that BI will transfer the details that concern the Customer to subcontractors on its behalf or the manufacturer of the Equipment, to the extent required for the performance of the Services.
- 7.10. The Customer hereby waives any right for lien or offsetting.
- 7.11. These Terms will be construed according to the laws of the State of Israel. The Parties hereby agree, that the sole and exclusive jurisdiction concerning any dispute that might arise under these Terms will be granted to the authorized court in Tel-Aviv, Israel.

September 2022