

TERMS AND CONDITIONS  
FOR INTERNATIONAL DATA SERVICES

These Terms and Conditions (this "Agreement") govern the provisions of international data services by Bezeq International Ltd., a corporation established under the laws of Israel and having its offices at 40 Shaham St., Petach Tikva 4951731, Israel ("BI") to the customer ("Customer") (BI 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.

WHEREAS Customer desires to order international private leased circuit services from time to time from BI, upon the terms and conditions set forth in this Agreement (hereafter: "**Service(s)**");

WHEREAS BI agrees to supply to Customer the Services, to be ordered from time to time by Customer, in accordance with the terms and conditions set forth hereinafter;

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **General**

- 1.1. The preambles of this Agreement and the annexes attached hereto form an integral part of this Agreement and have the same binding force as the body of this Agreement.
- 1.2. In addition to this Agreement, further terms and conditions are set forth in the applicable written order form signed by Customer and accepted by BI (each such form an "**Order Form**"), which is deemed an integral part of the agreement between BI and Customer for the provision of Services by BI under this Agreement.
- 1.3. In any event of a conflict or inconsistency between the provisions of an Order Form and the provisions of this Agreement, the provisions of the Order Form shall prevail in respect of those items which can be varied by such Order Form.
- 1.4. The terms and conditions contained in this Agreement shall all be subject to all applicable governmental and regulatory requirements, orders, approvals, changes and revocations, as same shall be in force from time to time during the term of this Agreement.
- 1.5. The terms and conditions contained in this Agreement shall apply to all segments of the Services.
- 1.6. The titles in this Agreement are for convenience only and shall not be used for interpretation hereof.

2. **Agreement and Service Term**

- 2.1. This Agreement shall become effective on the Effective Date and shall remain in force for a period of 24 (twenty-four) months (the "**Agreement Initial Term**"), unless it is terminated earlier in accordance with the provisions of this Agreement. Following the completion of the Agreement Initial Term, this Agreement shall renew automatically for

consecutive terms of 1 (one) year each. Either Party shall be entitled to terminate this Agreement at the expiration of the Agreement Initial Term or any consecutive year, upon 60 (sixty) days' prior written notice to the other Party.

- 2.2. The initial term of provision of Service, provided hereunder pursuant to an Order Form, shall be 12 (twelve) months, or as otherwise agreed and specified in the applicable Order Form (hereafter: "**Service Initial Term**"). The Service Initial Term shall commence upon the date of the first hand-over of the Service to Customer (hereafter: "**Service Commencement Date**"). Upon expiration of the Service Initial Term, provision of the Service shall be automatically renewed for successive periods of 30 days each, except that either Party may terminate the Service upon the expiration of the Service Initial Term or of any subsequent Service term, by prior written notice to the other Party, of at least 30 (thirty) days.
- 2.3. Upon termination or expiration of this Agreement, its provisions shall remain in full force and effect with respect to any existing Order Forms, until the termination or expiration of such Order Forms.

### 3. **Charges and Payment**

- 3.1. In consideration of each Service provided pursuant to this Agreement, Customer shall pay BI the applicable charges, as specified in the applicable Order Form, as of the Service Commencement Date (hereafter: "**Charges**").
- 3.2. Recurring Charges shall be charged monthly in advance. Non-recurring Charges shall be charged upon completion. Charges shall be paid by Customer within thirty (30) days from the date of BI's invoice. The initial invoice shall be rendered upon the Service Commencement Date, and will include the relevant installation charge.
- 3.3. For the removal of doubt it is clarified that the Charges do not include applicable taxes, surcharges and fees, including VAT if applicable (hereafter: "**Taxes**"). Customer will be responsible for all Taxes required by any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service, and such Taxes shall be added to BI's invoice.
- 3.4. Any sum invoiced under this Agreement, which is not paid when due, shall accrue interest at the annual rate of five percent (5%). Such interest shall accrue from the day following the date payment was due until the day it is paid in full. In the event that applicable law does not allow the imposition of "default interest" at the rate established in accordance with this Clause 3.3, such "default interest" shall be at the highest rate permitted by applicable law. For purposes of this Clause 3 "paid" shall mean funds that are available for immediate use by BI.
- 3.5. If Customer disputes in good faith any sum, it must inform BI in writing, clearly indicating the disputed sums, the nature of the dispute, and any relevant information and documents that support the dispute. Any dispute not informed to BI within six (6) months from the applicable invoice date shall be deemed irrevocably waived by the Customer.

- 3.6. No payment with relation to the Services may be made, directly or indirectly, to any person or entity other than to BI, except where otherwise expressly stipulated by special written agreement with BI.
- 3.7. In the event BI's ability to commence providing, or to continue to provide, Services in a timely manner is delayed or interrupted by a reason attributable to Customer, then Customer shall pay BI amounts equal to the Charges which would have been payable had BI commenced providing, or continued to provide, the Service, for the period of the delay or interruption.

#### 4. Use of Service

- 4.1. Customer shall not use the Services in an unlawful, unauthorized, abusive or fraudulent manner, nor shall it assist or allow others to do so. In the event Customer uses the Services in an unlawful, unauthorized, abusive or fraudulent manner, BI shall be entitled to immediately terminate this Agreement or, at its option, terminate provision of the relevant Services, with no obligation or liability to Customer. Abuse of Services and unlawful, unauthorized or fraudulent use thereof, include, but are not limited, to:
  - 4.1.1. Any use or activity which constitutes a violation of any applicable law, regulation, order or license;
  - 4.1.2. Any improper use, including, inter alia, access to, alteration or destruction, by any means, of any information of third parties.
- 4.2. Where Customer provides equipment and/or facilities for use in connection with the provision of a Service, Customer shall ensure that the characteristics and/or configuration of same shall be compatible with BI's system and, in case of any interference, Customer shall be responsible, at its sole expense, to eliminate such interference by taking whatever means required. BI shall be entitled to immediately suspend Service to Customer in case of such interference and until same is eliminated. It is clarified, that such suspension by BI shall not release Customer of its obligation to pay BI the Charges for the relevant Service during the applicable suspension period.
- 4.3. Customer shall not rearrange, disconnect, remove, repair or otherwise interfere with any equipment and/or facilities supplied by BI or by anyone on BI's behalf, nor shall it permit any such act, without the prior written authorization of BI. Unless otherwise specifically agreed in writing, any such equipment and/or facilities shall at all times remain the sole property of BI, and Customer shall not acquire any proprietary right in same. BI shall be entitled to immediately suspend Service to Customer in case of such interference and until same is eliminated. It is clarified, that such suspension by BI shall not release Customer of its obligation to pay BI the Charges for the relevant Service during the applicable suspension period.
- 4.4. Customer shall not alter, adjust or make repairs to the Services or to any part thereof without receiving BI's prior written authorization. In the event Customer implements any modifications, adjustments or repairs without receiving BI's prior written authorization, BI shall be exonerated from any and all liability including the obligations of warranty and indemnification.

- 4.5. BI shall be entitled to enter Customer's premises to which Service is or will be provided, at reasonable hours, in order to install, inspect, repair or carry out necessary tests and also to inspect and/or determine whether Customer complies with its obligations hereunder and with BI's requirements. Notwithstanding the aforesaid, BI shall be entitled to enter Customer's premises to which Service is or will be provided, at any time if BI knows or suspects that Customer is not complying with its obligations hereunder.
- 4.6. Upon BI's request Customer shall make the Service available to BI or any third party acting on BI's behalf in order to conduct tests, adjustments and/or works as may be necessary for the Service to be maintained in efficient working order.
- 4.7. Without derogating from any other right BI may have pursuant to this Agreement and/or at law, and without prejudice to Customer's other obligations, any failure of Customer to adhere to any of its obligations under this Clause 4 shall entitle BI to suspend, disconnect or terminate Services and receive full indemnification from Customer for any and all damages caused to, and expenses incurred by, BI with relation thereto.

## 5. **Provision of the Services**

- 5.1. BI shall use all commercially reasonable efforts to maintain the Services, or cause the Services to be maintained, in efficient working order.
- 5.2. BI shall provide the Services in accordance with the service levels set out in the Service Level Agreement ("SLA"), as applicable. If BI fails to provide the Services in accordance with the provisions of the SLA, Customer shall be entitled to claim credits in accordance with the detailed therein.

## 6. **Early Termination by Customer**

- 6.1. Any request of Customer to terminate a Service prior to the expiration of the Service Initial Term set in the applicable Order Form, shall become effective 30 (thirty) days after BI receives a written notice from Customer to this effect.
- 6.2. In the event of early termination of a Service by Customer in accordance with Clause 6.1 above, Customer shall pay BI a termination charge equal to all the remaining Charges that would have become due for the unexpired portion of the Service Initial Term, in addition to all charges for the Service occurring up to the effective date of termination, and charges for any equipment provided to Customer.

## 7. **Disconnection of Service**

- 7.1. BI may disconnect the Service immediately if:
  - 7.1.1. Customer fails to pay any amount due by the payment due date, and further fails to effect payment thereof within the time determined in BI's notice requesting payment thereof.
  - 7.1.2. Customer uses incompatible equipment or uses or permits others to use the Services in a manner that may cause (at BI's sole discretion) harm and/or

interference to any service (including the Services) offered by BI or by any other third party.

7.1.3. Customer uses or permits others to use the Services in a manner that is contrary to applicable law and/or to the provisions of this Agreement.

7.1.4. Customer fails to allow BI and/or anyone on its behalf reasonable access to its premises when maintenance works or testing need to be performed, or an emergency situation has arisen, for the required duration.

7.2. Notwithstanding the aforesaid in Clause 7.1 above, Customer will generally receive 30 (thirty) days' prior notice before disconnection is to be effected, unless in BI's sole discretion there is an emergency requiring immediate disconnection or when reasons of security and network integrity make immediate disconnection necessary, and in such event the disconnection may be effected without prior notice.

7.3. In the event BI disconnects Services in accordance with this Clause 7, then Customer shall pay BI a termination charge equal to all the remaining Charges that would have become due for the unexpired portion of the Service Initial Term, in addition to all charges for the Service occurring up to the effective date of termination, and charges for any equipment provided to Customer.

## 8. **Limitation of Liability**

8.1. Customer acknowledges that BI makes no warranty, express or implied, with respect to the Services and disclaims any warranty with relation thereto, including, but not limited to, warranty of merchantability and warranty of fitness for a particular purpose.

8.2. IN NO EVENT SHALL BI BE LIABLE TO CUSTOMER, CUSTOMER'S EMPLOYEES AND/OR ANY OTHER PARTY, WITH RELATION TO THIS AGREEMENT AND THE SERVICES, AT CONTRACT, TORT OR OTHERWISE, FOR INDIRECT, GENERAL, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY AND THE COSTS ASSOCIATED WITH THE USE OF RESTORATION FACILITIES. THE AFORESAID LIMITATION SHALL APPLY EVEN IF BI HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH RESULTS OCCURRING.

8.3. Notwithstanding any other provision, BI shall not be liable for:

8.3.1. Any act or omission of any other telecommunications carrier;

8.3.2. Any contents or messages transmitted over the communications lines;

8.3.3. Interruptions, interferences and alterations of a Service as BI may deem necessary for technical, maintenance, operational or emergency reasons.

8.4. In the event BI is held by a competent legal authority to be liable to Customer, Customer's employees and/or any other party, for any damages of any nature or theory of law, then in no event shall such liability exceed an amount equal to the Charges actually paid by

Customer for the Services to which the event of liability is related, during the 6 (six) months preceding the event raising the liability.

9. **Force Majeure**

Neither BI nor Customer shall be liable for failure or delay in performance of its obligations hereunder (except obligation for payment), if such are due to an event out of such party's control ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, fire, flood or other catastrophes, any law, order, regulation or request issued by any competent court or governmental or regulatory authority, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, any act and/or omission of a third party not under the direct control of the affected Party and other causes beyond the reasonable control of either Party. A Party prevented by Force Majeure from performing any of its obligations hereunder shall give notice to the other Party as soon as practicable, and be excused from performance for as long as such Force Majeure prevents it from performing. The provisions of this Clause shall not apply to Customer's obligation to pay for Services rendered in accordance with the terms contained herein.

10. **Confidentiality**

All information, except information in the public domain, exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement and relating either to the terms and conditions of this Agreement or any activities contemplated by this Agreement, is confidential and may not be disclosed to any third party other than the Parties' employees, officers and legal advisors who have a need to know and are subject to obligations of confidentiality.

11. **Governing Law**

This Agreement (including Services pursuant to it) shall be interpreted in accordance with the laws of the state of Israel, excluding its conflict of laws rules. All disputes in connection with this Agreement and the Services, that cannot be settled amicably, shall be adjudicated exclusively – upon either Party's referral – by the competent courts of Tel-Aviv, Israel.

12. **Entire Agreement**

This Agreement represents the entire understanding between the Parties with relation to the subject matter hereof and supersedes all other agreements and representations made by either Party, whether oral or written, with relation thereto.

13. **Amendment**

This Agreement may be amended only by written document, signed by duly authorized representatives of the Parties.

14. **Severability**

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity will be severable from the remainder of the Agreement and shall not affect any other provisions of this Agreement, which shall remain in full force and effect. In such event the Parties will replace the invalid or unenforceable provision with such that approximates the commercial purpose of such provision.

15. **Assignment**

15.1. Customer may not assign or transfer in any manner any of its obligations and/or rights associated with a Service and/or this Agreement to any third party without the prior written consent of BI, and any attempt to make assignment in violation of this provision shall be null and void.

15.2. BI may assign this Agreement to any entity controlled by, under the same control as, or controlling BI without Customer's consent, provided, however, that BI shall notify Customer prior to such assignment.

16. **Relationship of the Parties**

Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties, nor, except as expressly provided, shall it constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose.

17. **Third Parties**

Nothing in this Agreement is intended to create any third party beneficiary rights or to confer upon any third party, other than the Parties, any rights, remedies or obligations under or by reason of this Agreement, and the Parties specifically negate any such intention.

18. **Notices**

Any notice to be given under this Agreement shall be in English, in writing, and shall be deemed to have been served: immediately - if delivered by hand, on the expiry of 7 days - after being sent by registered post, or on the expiry of 24 hours - after successful transmission by fax, which is evidenced by an automated successful transmission receipt.

September 2022