Terms and Conditions

All sales by Kitov AI Ltd. ("**Seller**") of Products (as defined below) are subject to these Terms and Conditions of Sale ("**T&C**"), and any special terms and conditions specified in a Purchase Order (as defined below), which together constitute an agreement between Seller and you ("**Customer**"). These T&C apply to hardware, software and related documentation provided by Seller (collectively, the "**Products**"), provided that to the extent that Products consist of software or include software, the terms "purchase" and "sale" refer to the acquisition of a license, as further described in Section 1.4 and 1.5 below.

1. **Sale and Use of Products**

   1.1. Purchase Orders. Customer and Seller may from time to time enter into purchase orders for the purchase by Customer of Products (each a "**Purchase Order**"), and Purchase Orders will not be binding until agreed to in writing by both parties (including via email). These T&Cs will govern all Purchase Orders and Customer's acceptance or use of any Products constitutes acceptance of these T&C.

   1.2. Title. Title to the Products will pass to Customer upon payment in full for the hardware Products, except that title to the Software (as defined below) licensed to Customer will at all times remain with Seller or its licensors.

   1.3. Permitted Use. The Products furnished hereunder are intended strictly for internal use by Customer. Customer may use the Product solely internally on its own assembly line and shall not transfer or resell or otherwise transfer the Products.

   1.4. Software License. Subject to Customer's compliance with the terms and conditions set forth herein, Seller hereby grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use any software provided with the Product (the "Software") solely in conjunction with the Product. Customer shall not: (i) copy, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software; (ii) install the Software onto any hardware that is not part of the Product; (iii) share or permit any other person to use the Software, rent, lease or transfer the Software or rights to use it; (iv) delete or modify any attributions, legal notices or other proprietary designations or labels on the Software, or on any third-party software.

2. **Delivery and Acceptance**

   2.1. Delivery. Products will be delivered, and risk of loss shall pass to Customer Ex Works (Incoterms 2010) at Seller's designated site, as set forth in the Purchase Order.

   2.2. Installation and Acceptance. Subject to the Service Schedule, Customer shall be solely responsible for the installation and operation of the Products, including obtaining of all permits, approvals, licenses, or certificates required for the installation or use of such Products.

3. **Price; Payment Terms**

   3.1. Purchase Price. Prices for Products shall be as set forth in the applicable Purchase Order. Unless otherwise specifically agreed in the applicable Purchase Order, all prices for the Products are exclusive of any taxes. Payment shall be due and payable in accordance with the payment terms stipulated in the applicable Purchase Order.

   3.2. Credit worthiness. If Customer refuses to accept a change in credit terms: (i) prior to the date of delivery, Customer's purchase order shall be cancelled without liability arising therefrom to either party; or (ii) after the date of delivery, the terms of sale will revert to cash in advance.

4. **Intellectual Property Rights**

   4.1. Seller or its licensors retain exclusive ownership of all worldwide Intellectual Property Rights in and to the Products or any part thereof and the results of all work performed by Seller hereunder and in connection herewith. All rights in and to the Products not expressly granted to Customer herein are expressly reserved for Seller or its licensors. Customer shall not, and shall not permit others to, copy, modify, reproduce, reverse engineer, decompile, disassemble, synthesize or create derivative works from, any of the Product(s), or to facilitate or aid in the design of a component, item, device, system, software or documentation.

   4.2. For the purposes of these T&Cs, "Intellectual Property Rights" shall mean all patents, patentable inventions, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof, computer programs, software, databases, trademarks and service marks (registered and unregistered), domain names, copyrights, know-how, or trade secrets (and the right to limit the use or disclosure thereof), and all other proprietary rights, industrial rights and any other similar rights, in each case on a worldwide basis, and all copies and tangible embodiments thereof, or any part thereof, in whatever form or medium.

   4.3. Customer may provide the Seller with suggestions, comments, or other feedback regarding the Product, including ideas for improvements or enhancements ("**Feedback**"). The Seller will be free to use any such Feedback without restriction and all intellectual property rights to the Feedback shall be owned solely by the Seller.

5. **Third Party Components**.

   The Product may include components subject to open source licenses ("**Open Source Components**"). Use of such components is governed solely by their respective licenses, as may be identified by the Seller from time to time. The Seller makes no warranties and assumes no liability with respect to any Open Source Component.

6. **Warranty; Disclaimer of Warranties; Limitation of Liability**

   6.1. Seller warrants to Customer that the Products shall be free from material defects in material and workmanship, subject to normal and intended use and service, for a period of twelve (12) months from the date of delivery of the Product to Customer ("**Warranty Period**").

   6.2. If during the Warranty Period, a Product fails to comply with the foregoing warranty, Customer's sole remedy and Seller's sole liability shall be for Seller to repair or replace such Product without charge to Customer; subject to the level of Services Coverage purchased by the Customer.

   6.3. Customer acknowledges that the Products may include a robotic system capable of physical movement, which may pose risks to persons, property, or equipment. Customer shall be solely responsible for the safe operation and use of such system, and shall take all necessary measures to prevent injury, damage, or loss, including compliance with all applicable laws, regulations, and safety standards. Seller shall have no liability whatsoever for any injury, damage, or loss arising from or related to the use or misuse of the robotic system or the failure to implement adequate safety measures.

   6.4. EXCEPT AS EXPLICITLY SET FORTH HEREIN AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   6.5. IN NO EVENT SHALL SELLER BE LIABLE OR

RESPONSIBLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST REVENUE, LOST PROFITS OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

6.6. SELLER'S ENTIRE LIABILITY ARISING FROM OR RELATED TO THESE T&CS OR THE PRODUCT, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE AMOUNTS ACTUALLY RECEIVED BY SELLER FROM THE CUSTOMER PURSUANT TO THE PURCHASE ORDER THAT GAVE RISE TO THE CLAIM, AND IF NO SPECIFIC PURCHASE ORDER IS APPLICABLE THEN SELLER'S ENTIRE LIABILITY SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY SELLER FROM CUSTOMER DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

7. **Miscellaneous**

7.1. Export Control. Customer shall be responsible for, and shall comply with US and Israeli export laws and regulations and any other applicable export control laws and regulations.

7.2. Governing Law; Jurisdiction. These T&Cs shall be governed by and construed in accordance with the laws of the State of Israel. The Courts of Tel-Aviv-Jaffa, Israel shall have exclusive jurisdiction over any dispute arising out of or in connection with these T&Cs or the rights and liabilities of the parties hereunder.

7.3. Confidentiality. Customer agrees that all information disclosed by Seller in connection with, prior to and pursuant to these T&Cs (the "**Confidential Information**"), will be kept confidential and shall not be disclosed, in whole or in part, to any person other than affiliates, officers, employees, agents or representatives who need to know such information for the purpose of implementing these T&Cs, save with the Seller's prior consent. Customer agrees to inform such persons of the confidential nature of such information and to direct such persons to treat such information accordingly. Upon termination of these T&Cs, Customer shall, at Seller's option, either destroy or return to Seller all Confidential Information.

7.4. Modifications. Any modification to these T&Cs shall be made in writing and signed by the parties.

7.5. Assignment. Customer shall not assign, transfer, sublease or encumber any of its rights under these T&Cs without the written authorization of Seller. Any attempted assignment will be void and of no effect.

7.6. Entire Agreement. These T&Cs, together with the Maintenance and Support Services Agreement, shall constitute the entire agreement between the parties and any arrangements, representations, letters or understandings which existed prior to the execution hereof, insofar as not specifically expressed in these T&Cs, shall be ineffective.

7.7. Waiver. No action by any party shall constitute a waiver of its rights hereunder and/or as a waiver of or agreement to any breach or non-compliance with any of the terms of these T&Cs, or as amending, canceling or augmenting these T&Cs, unless made expressly and in writing.

7.8. Notice. All notices or other communications hereunder sent by one party to the other shall be in writing and given by person, by registered mail, to the addresses of the parties as set out in Purchase Order, by an overnight courier service, or by facsimile/e-mail transmission with written confirmation of receipt and a copy by mail. All notices and other communications delivered in person or by courier service shall be deemed received upon delivery, those given by facsimile/e-mail transmission shall be deemed received on the business day following transmission with confirmed answer/reply back, and those sent by registered mail shall be deemed received five calendar days after being posted.