



See. Control. Secure.

GENERAL TERMS AND CONDITIONS

IN VIEW OF ENVIRONMENTAL CONSIDERATIONS THESE TERMS AND CONDITIONS ARE CONDENSED. IF YOU WOULD LIKE TO RECEIVE A COPY OF THIS DOCUMENT WITH A LARGER FONT SIZE PLEASE CONTACT YOUR ALLOT SALES COORDINATOR.

- 1. SCOPE.** The terms and conditions of sale contained herein contain the entire agreement between the parties in relation to the sale and purchase of Products and shall apply to all quotations and sales made by Allot Communications Inc. or its affiliate (the relevant entity as named on the quote, order acknowledgement form or invoice, referred to here as "Allot") and to Purchase Orders ("POs") accepted by Allot for the manufacture, sale and supply of Allot's products ("Products"). These terms and conditions may in some instances conflict with the terms and conditions affixed to the POs or other procurement documents issued by buyer ("Buyer") or oral and written exchanges between the parties. In all such cases, except if included in a signed express agreement to the contrary, the terms and conditions herein shall govern and prevail to the exclusion of all other terms whether oral or written. Acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions contained herein irrespective of whether Buyer accepts these conditions by a written acknowledgment, course of dealings, by implication, or acceptance of and/or payment for Products ordered hereunder. Allot's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in writing signed by a corporate officer of Allot before becoming binding on either Party.
- 2. PAYMENT TERMS.** All prices quoted shall be, EXW (Ex-Works INCOTERMS 2010), Allot's facility or contract manufacturer. Terms of payment for Products, and other payments due to Allot shall be prepaid prior to delivery, all payments are to be in United States ("US") dollars. In the event Allot is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorney's fees and cost of suit and collection. Late payments shall be charged interest at LIBOR + 2% one month rates, or the maximum rate permitted by law, if lower. In any event of contradiction between the above terms and those that specifically appear in in a quote still in full force and effect issued by Allot, the terms of the quote shall prevail.
- 3. TAXES.** All prices are exclusive of any present or future sales, revenue, withholding, value added, or tax, import duty (including brokerage fees, handling and other charges) or other taxes applicable to the manufacture or sale of any Products. Such taxes when applicable shall be paid by Buyer unless Buyer provides a proper tax exemption certificate. In any event of contradiction between the above terms and those that specifically appear in in a quote still in full force and effect issued by Allot, the terms of the quote shall prevail
- 4. TITLE AND DELIVERY.** Sales are EXW (Ex-Works INCOTERMS 2010), Allot's facility or contract manufacturer. Allot will use its best efforts to ship in accordance with Allot's confirmed delivery schedule. To eliminate doubt, Allot shall be deemed to be acting as Buyer's agent and all claims for damage to Products in transit must be filed by Buyer with the Buyer's carrier. On-time delivery shall be deemed to be delivery up to 5 business days prior to and until 3 business days after confirmed delivery date. In the event that Buyer fails to take delivery at the agreed delivery point or delivery time, Allot may deliver the goods to Buyer at Buyer's expense and risk through a carrier of Allot's choice. Allot will use its reasonable efforts to meet Buyer's requested delivery schedules. Allot reserves the right to make deliveries in installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. Buyer shall bear all risk of loss, damage, or destruction to the Products called for hereunder, until final acceptance by Buyer at destination. Buyer shall also bear the same risks with respect to any Products rejected by Buyer, provided, however, that in either case Allot shall be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment. Allot shall retain a security interest and right of possession in the Products until Buyer makes full payment. Buyer shall acknowledge to Allot the receipt of each damaged shipment of Products stating quantity, type, and damages existing at delivery, within 14 days of receipt at Buyer's destination. Allot shall not be responsible for any claims in respect of quantity and type made after the foregoing fourteen (14) day period. In any event of contradiction between the above terms and those that specifically appear in in a quote still in full force and effect issued by Allot, the terms of the quote shall prevail

5. **SOFTWARE AND FIRMWARE.** All Products that are software or firmware are provided subject to the terms of Allot's software license agreement, the terms of which are hereby incorporated by reference.
6. **OPEN SOURCE SOFTWARE.** Portions of the software may be open source software ("Open Source Software") and may be governed by and distributed under open source licenses, including the terms of the GNU General Public License (GPL), and terms of the Lesser General Public License (LGPL), which terms are located at: <http://www.allot.com> and all are incorporated herein by reference. In the event of any conflict between the terms of this Agreement or any license agreement and the terms of license agreement(s) that accompany the Open Source Software files, the applicable terms of the later license shall prevail. If any Open Source Software is provided in object code, and its accompanying license requires that it be provided in source code as well, Buyer may receive such source code by sending Allot (to Allot address specified in this Agreement), via registered mail, a certified check for US\$15 to cover Allot's production and shipping costs, and a CD with the appropriate source code will be mailed to Buyer.
7. **Intellectual Property**
 - 7.1 The Buyer recognizes and acknowledges the exclusive right, title and interest in any Intellectual Property Rights, and that it shall continue to belong solely to Allot and its licensors, and it is hereby expressly agreed that nothing in this Agreement shall constitute or be considered as constituting a transfer or license of any of the Intellectual Property Rights or any part thereof to the Buyer or any End User. The Buyer acknowledges that it has no rights, title or interest to the Intellectual Property Rights, apart from the right to use such rights with regard to the Products as set forth in this Agreement.
 - 7.2 The Buyer shall forthwith notify Allot in writing of any infringement or threatened infringement, unauthorized use, enjoyment, duplication or replication of the Intellectual Property Rights, which it shall become aware of at any time during the term of this Agreement. In such event Allot alone shall be entitled to take any and all legal action it deems appropriate in order to protect such rights, and the Buyer shall provide Allot, at Allot's expense, with all reasonable assistance required by Allot for such purpose.
 - 7.3 Allot shall defend and indemnify the Buyer for damages and liabilities, including reasonable attorneys' fees, resulting from a final judgment in any suit, claim, or proceeding brought against the Buyer alleging that the Products infringe or misappropriate any intellectual property rights of any third party, provided, however, that Allot is promptly notified by the Buyer of any and all threats, claims and proceedings related thereto and given by the Buyer reasonable information and assistance at Allot's expense and the opportunity to assume sole control over the defense and all negotiations for a settlement or compromise. Allot will not be responsible for any settlement it does not approve in writing. The foregoing obligation of Allot does not apply with respect to a Product or portions or components thereof (a) not sold by Allot to the Buyer, (b) which are modified without Allot's prior written approval after delivery by Allot, if the alleged infringement relates to such modification, (c) combined with other products, processes or materials where the alleged infringement relates to such combination, or (d) to the extent the Buyer continues allegedly infringing activity after being notified in writing thereof by Allot or by the party claiming infringement or after being informed by Allot in writing of modifications approved of by Allot that would have avoided the alleged infringement. The Buyer undertakes that it will not continue any allegedly infringing activity after being notified thereof as aforesaid or after being informed as aforesaid of modifications approved of by Allot that would have avoided the alleged infringement.
 - 7.4 If the Product becomes, or in Allot's reasonable judgment is likely to become, the subject of a claim of patent or copyright infringement or violation of a third party intellectual property rights or if Allot settles a claim of infringement or violation, it may at its sole option, discretion and expense (a) obtain for the Buyer the right to continue selling the Product, (b) replace or modify the Product to make it non-infringing, or (c) terminate this Agreement. Allot shall reasonably promptly notify the Buyer, in writing, whether or not it is exercising any of the foregoing options.

- 8 **GENERAL WARRANTY.** Allot warrants that general release/available hardware Products shall substantially conform to Allot's published specifications for the Product for the particular configuration ordered for a period of one (1) year from the date of shipment. For a period of three (3) months from the date of shipment, general release/available software products shall substantially conform to Allot's published specifications for the Product for the particular configuration ordered of the most recent generally available software. In the event that the configuration ordered is NOT the most recent general release/available software for the Product – then such software is provided “as is” and without warranty of any kind and WILL not be maintained or supported by Allot unless a separate support/maintenance agreement is entered into and the appropriate fee paid for maintaining an old software version. The software, and any storage media on which software Products are provided, are warranted for 90 days from the date of shipment. Products sold as beta, demonstration or evaluation are sold or provided "as is" without warranty including but not limited to compliance with specifications. The foregoing warranty does not apply to any Products which have been subject to misuse, neglect, accident, or modification or which have been altered and are not capable of being tested by Allot under its normal test conditions. Allot's sole obligation to Buyer hereunder for Products failing to meet the aforesaid warranty shall be, at Allot's discretion, to repair or replace the non-conforming Products or issue Buyer credit for the purchase price of the non-conforming Products, where within the warranty period: 1) Allot has received written notice of any nonconformity; and 2) After Allot's written authorization to do so Buyer has returned the non-conforming Products to Allot, freight prepaid; and 3) Allot has determined that the Products are non-conforming and that such nonconformity is not a result of Buyer's conduct. No Product may be used in a life support application or as single life line. All requests for warranty repairs of hardware shall be made in accordance with Allot's RMA policy, which is hereby incorporated by reference. Allot warrants that Products sold hereunder shall at the time of shipment be free and clear of liens and encumbrances. THIS WARRANTY EXTENDS TO BUYER ONLY AND MAY BE INVOKED BY BUYER FOR ITS CUSTOMERS. ALLOT SHALL NOT ACCEPT WARRANTY RETURNS DIRECTLY FROM BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCTS OR DEVICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ALLOT FURTHER DOES NOT WARRANT OR REPRESENT THAT THE PRODUCTS WILL ALWAYS WORK UNINTERRUPTEDLY, BE COMPLIANT WITH NATIONAL OR INTERNATIONAL STANDARDS, SECURE, OR ERROR FREE. BUYER ACKNOWLEDGES THAT THE PERFORMANCE OF THE PRODUCT MAY BE AFFECTED BY THE ACTS OR OMISSIONS OF THIRD PARTIES AND OTHER CAUSES REASONABLY BEYOND ALLOT'S CONTROL. ALLOT SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE. IN NO EVENT SHALL ALLOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES DUE TO BREACH OF THIS WARRANTY OR FOR ANY INFRINGEMENT ACTION INITIATED BY A THIRD PARTY. ALLOT'S MAXIMUM LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO THE CONSIDERATION PAID TO ALLOT FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO A CLAIM AGAINST ALLOT. THE LIMITATIONS CONTAINED IN THIS SECTION 8 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT.
- 9 **SUPPORT AND MAINTENANCE.** Allot may agree to provide support and maintenance to Buyer subject to the parties agreeing on and entering into an appropriate service agreement, for which an additional fee shall be charged.
- 10 **VOLUME COMMITMENT.** In the event that Buyer was quoted prices subject to quantity/volume purchase over a specified period of time, and such quantity/volume is not met, Buyer shall be charged for the difference in price between Allot's recommended sale price (or price quoted to Buyer for lower volume/quantity) and price actually paid by Buyer, at the conclusion of the specified period of time.
- 11 **CONFIGURATION CHANGES/SOFTWARE UPGRADES.** Buyer acknowledges that it is purchasing from Allot the Product with a particular configuration and/or features. In the event that Buyer wishes to activate additional and/or different configuration or features it is obliged to report such issue to Allot and be liable to pay any difference in price. Without derogating from the foregoing limitation, this provision also applies in the event that Buyer wishes to use a Product as server type rather than client type and vice versa.

- 12 **UPDATES/UPGRADES.** In the event that Buyer receives from Allot Product updates and/or upgrades for Products under warranty - such updates and upgrades shall be limited to the products and/or serial numbers stated by Allot and Buyer is expressly not licensed to apply such updates/upgrades to any other Products.
- 13 **CANCELLATION OR RESCHEDULING OF PURCHASE ORDERS.** Subject to the payment of Cancellation Fees and/or Rescheduling Fees (respectively), and such other terms and conditions set forth in this Agreement, Buyer may either (i) cancel confirmed Purchase Orders; or (ii) defer delivery (reschedule) of Purchase Orders beyond the original scheduled delivery date. The Cancellation Fees and Rescheduling Fees are set forth in the following table:

Number of Days Notice Prior to Delivery Date	Purchase Order is Lower than \$200,000 U.S		Purchaser Order Exceeds \$200,000 U.S.	
	* Rescheduling Fee	Cancellation Fee	*Rescheduling Fee	Cancellation Fee
Exceeds 60 days	\$500	\$500	\$500	\$500
30-60 days	3% of purchase order but not less than \$1000	5% of purchase order but not less than \$1000	8% of purchase order	10% of purchase order
15-30 days	5% of purchase order but not less than \$1000	10% of purchase order but not less than \$1000	10% of purchase order	15% of purchase order
Less than 15 days	10% of purchase order but not less than \$3000	20% of purchase order but not less than \$3000	15% of purchase order	25% of purchase order
3 days or less	100% of the purchase order	100% of the purchase order	100% of the purchase order	100% of the purchase order

Any request for cancellations and/or rescheduling shall be made to Allot in writing and in advance of delivery.

Buyer may not cancel any or all of a Purchase Order (i) relating to customized Products; and/or (ii) for Products made following issuance of a discontinuation notice in the last buy period.

Rescheduling of Purchase Orders shall only be permitted, subject to payment of Rescheduling Fee, (i) once per Purchase Order; and (ii) for a period not exceeding 90 days following the original delivery date; and (iii) subject to payment of Rescheduling Fees. Repeated rescheduling of a Purchase Order and/or any rescheduling for a period exceeding 90 days following the delivery date shall be deemed cancellation. Delivery of Products purchased following a discontinuation notice of a Product, may only be rescheduled until the last delivery date contained in the discontinuation notice.

Any cancellation and/or rescheduling not in accordance with the provisions of these terms and conditions or by prior express signed written agreement of Allot shall incur a restocking fee equal to 100% of the applicable Purchase Order.

Any other changes in purchase orders (such as change of forwarder, billing entity etc.) shall be subject to payment of \$500 handling fee, or such other rates as shall be determined by Allot from time to time. Requests to increase the number of Products in a purchase order shall not be subject to payment of handling fee.

- 14 **REMEDIES.** In the event repeated field failures occur with respect to a Product, or a significant field failure occurs which requires immediate attention, Allot and Buyer shall discuss a solution thereof in good faith.
- 15 **CONFIDENTIALITY.** All information provided by Allot to Buyer related to financial plans, product development, market plans, cost, pricing terms and strategy and any other confidential information, and

the terms and conditions of this Agreement, shall be treated as confidential and not be divulged other than to Buyer's employees, only to the extent necessary in connection with the performance of this Agreement, who have agreed in writing and in advance to be bound by the confidentiality terms substantially similar to those set forth in this Agreement. Buyer shall take all reasonable precautions to ensure that its employees treat such information in a confidential manner. All such information provided to Buyer remains the property of the Buyer. Any materials containing such information, and any copies thereof, shall be returned to Allot upon demand.

- 16 **FORCE MAJEURE.** In case of delays in delivery dates, owing directly or indirectly to any cause beyond Allot's control, the anticipated delivery dates shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision. Allot shall be entitled to an extension of time for commercially reasonable delays.
- 17 **TRADE CONTROLS.** Buyer shall comply with all applicable economic sanctions and trade control laws and regulations of the United States and any other relevant jurisdictions (collectively, "Trade Controls") and shall take no action that would cause Allot to be in violation of any applicable Trade Controls. Buyer shall not export, reexport, or retransfer Products to any countries, entities, or individuals, or for any intended use, proscribed by any applicable Trade Controls. Buyer shall obtain all necessary licenses and authorizations required by any applicable Trade Controls for the export, reexport, or retransfer of Products.
- 18 **ENVIRONMENT REGULATIONS.** Buyer shall comply with all environmental laws, regulations and standards, including but not limited to the WEEE Directive 2002/96/EC.
- 19 **US GOVERNMENT CONTRACTS.** To Allot's knowledge Product, is not intended for sale to US government institutions and clauses or compulsory provisions normally inserted by law in the US, shall not apply. Any distribution or license to the United States government, the programs, including documentation, shall be considered commercial computer software and Buyer will place a legend, in addition to applicable copyright notices, on the documentation, and on the media label, substantially similar to the following: NOTICE OF RESTRICTED RIGHTS: "Programs delivered subject to the DOD FAR Supplement are 'commercial computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the licensing restrictions set forth in the applicable Allot's (or its licensee's) license agreement. Otherwise, programs delivered subject to the Federal Acquisition Regulations are 'restricted computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the restrictions in FAR 52.227-19, Commercial Computer Software-Restricted Rights (June 1987). Allot Communications Inc., 1500 District Avenue Burlington, MA 01803, USA."
- 20 **APPLICABLE LAW.** The application of the United Nations Convention on Contracts for the International Sale of Products is expressly excluded in its entirety from the Agreement. The terms and conditions contained herein shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws rules. In any action to enforce or arising out of this Agreement, the parties hereto each consent to the exclusive jurisdiction of and venue in each of the state and federal courts located in the State of New York.

(June 2020)