

Schedule 6

Equipment

This Schedule 6 (Equipment) is signed by reference to the “**Agreement**” agreement between Customer and BiltOn (as defined in the preamble to the Agreement), and will enter into force on the date of signing the Agreement.

1. **Equipment Supply and Installation:**

- 1.1. BiltOn undertakes to provide the equipment as supplied by the manufacturer AS IS, as detailed in the drawing attached to the Project Order (the “**Equipment**”), in accordance with the terms of this Schedule 6.
- 1.2. BiltOn will be responsible for carrying out the installation work for the Equipment (“**Installation Work**”) comprised of the following: delivery, installation and operation of the Equipment at Customer's construction site in accordance with the coordination between BiltOn and Customer (the “**Construction Site**”). Customer hereby undertakes to cooperate with BiltOn (and its subcontractors) for the implementation of the Equipment. BiltOn will provide Customer with written notice of the completion of the Installation Work, and at that time this Schedule will come into effect.
- 1.3. Customer will be responsible for providing the infrastructure and any additional and necessary requirements as detailed below.
- 1.4. Customer will be responsible for providing BiltOn and its subcontractors with access to the Construction Site at any time for the purpose of carrying out the Installation Work. A delay in providing access to the Construction Site or any other delay in the Installation Work may result in additional payments subject to the Project Order, and postpone the date of completion of the installation.
- 1.5. In relation to a Customer who entered into an Equipment sales agreement with BiltOn, at the end of the Agreement, the Equipment will remain in Customer's possession.
- 1.6. Customer will be responsible for obtaining all required certifications in connection with the Equipment at its own expense. BiltOn will use reasonable commercial efforts to assist Customer in obtaining such certifications. The “required approvals” in this regard: obtaining any approval, including (but not limited to) safety certifications or any other similar action necessary to complete the installation of the Equipment on the Construction Site.

2. **Equipment Rental:**

Where Customer has chosen pursuant to the Project Order to engage in an equipment rental model (“**The Leased Equipment**”) with BiltOn, the following conditions will apply:

- 2.1. The lease period of the Equipment will be for a period of not less than 18 months, which will begin to be counted from the date of delivery of the leased equipment. The obligation to pay the rent (detailed in the Project Order) for the entire rental period will apply to Customer even if Customer does not make any use of the Leased Equipment and/or returns it to BiltOn before the end of the lease period for any reason whatsoever.
- 2.2. Immediately upon termination of the Agreement, the Equipment (including all tools, packaging and any other equipment used by BiltOn and/or its subcontractors for the purpose of fulfilling its obligations under this Agreement) shall remain the exclusive property of BiltOn or its subcontractors.

- 2.3. BiltOn shall manage the transfer of any Leased Equipment between Construction Sites. Reactivation of the Leased Equipment after its transfer will be the responsibility of BiltOn and subject to payment as detailed in the Agreement and/or in the Project Order.
- 2.4. Immediately upon termination of the Agreement, including for the cancellation of the Agreement in accordance with the provisions of the Agreement, and without prejudice to any other remedy under the law and/or the Agreement, Customer will respond to BiltOn and return the Leased Equipment in good working order and usable condition, and shall bear the expense of any damage to such Leased Equipment. In addition, and without derogating from BiltOn's right to any other remedy under this Agreement and/or the law, in the event that the Customer does not return the equipment leased in accordance with the provisions of this section, the Customer shall pay BiltOn, for each day of such delay and as of the first day, fixed, agreed upon and pre-assessed compensation in an amount equal to \$100 per day.
- 2.5. Customer undertakes to maintain the Leased Equipment and to treat it in the same manner as it treats its own the equipment, to use it carefully and reasonably, for the purpose for which it is intended only, to take all reasonable efforts to prevent any damage to the Equipment, normal wear and tear excepted.
- 2.6. Customer undertakes to notify BiltOn of any defect and/or malfunction and/or malfunction in the Leased Equipment immediately and without delay, and will not repair by itself and/or through a third party any malfunction and/or defect and/or malfunction in the Leased Equipment without BiltOn's prior written permission. In such a case, Customer will bear the costs of repairing the Equipment.

3. **Installation Warranty and Hardware Warranty:**

- 3.1. **Installation Warranty.** BiltOn warrants that the installation of the Equipment will be done in a manner that is customary in the market, and that the installation of the facial recognition controllers and the turnstile will be done without defects, from the date of installation of the hardware and for a period of 30 days (the “**Installation Warranty**” and the “**Installation Warranty Period**”, respectively). If Customer informs BiltOn that the installation of the Face Recognition Controllers and/or the Turnstile does not comply with the warranty standard during the Installation Warranty Period, then BiltOn undertakes to repair the defect at no additional charge. This remedy will be the sole remedy available to the customer for breach of any of the terms of the Installation Warranty.
- 3.2. **Performance warranty.** With respect to the Equipment purchased by the Customer from BiltOn in the model of the sale of the hardware, BiltOn will provide the Customer with a warranty and maintenance with respect to the Equipment comprising hardware for facial recognition, intercom and turnstile controllers for a period of one year from the date of installation (the “**Performance Warranty**” and “**Performance Warranty Period**,” respectively). It is clarified that the Performance Warranty Period in the rental model for the Equipment will be throughout the entire period of the hardware rental.
- 3.3. In the event of any defect during the Performance Warranty Period (the “**Defect**”), BiltOn will use commercially reasonable efforts to repair the Defect by replacing or modifying the Equipment, including reinstalling the Equipment on the Construction Site, provided the following conditions are met:
- 3.3.1. The Equipment was provided to Customer by BiltOn.
- 3.3.2. The Defect is not the result of an action that can be attributed to Customer or to any third party (BiltOn and all subcontractors will not be considered a third party in this regard).
- 3.3.3. The Defect was created during the period of the Performance Warranty Period.
- 3.3.4. Customer notified BiltOn in writing as soon as the Defect became known.

- 3.3.5. All additions and/or changes, repairs or any other action in connection with the Equipment were made by BiltOn alone, or were carried out by Customer with the prior written consent of BiltOn, provided that all Equipment is provided by BiltOn or anyone on its behalf.
- 3.3.6. The Equipment was operated only for the uses for which it was intended.
- 3.3.7. The Defect in severity, or any part thereof, was not caused by an accident, change, abuse, or damage (except by BiltOn or its subcontractors).
- 3.3.8. BiltOn received access to the Construction Site on time, without any delay.
- 3.4. BiltOn will be entitled to correct any Defect on its own initiative and of its own free will. Parts of the Equipment that have been removed and replaced will be the exclusive property of BiltOn.
- 3.5. Except as expressly stated above, BiltOn shall have no liability in relation to the hardware, the installation of the Equipment or in relation to any service, including but not limited to liability for indirect damages, in relation to the fitness of the Equipment for a particular operation or in relation to the non-infringement of the rights of third parties.
- 3.6. It is clarified that BiltOn is not responsible for resolving malfunctions related to equipment that was not supplied by it, or that was altered in any way other than by its authorized technician.
- 3.7. In the event that Customer wishes BiltOn to repair the Defect and/or replace the Equipment at the end of the Performance Warranty Period, the Customer will notify BiltOn in writing with full details regarding the Defect and BiltOn will provide the Customer with a price quote for the purpose of repairing the Defect and/or replacing the Equipment.

4. **Customer Responsibility**

- 4.1. The location of the access control. Customer will ensure that the access control installation environment is known to all those involved in the project and that it is ready before the installation date.
- 4.2. Power voltage. Customer will provide a dedicated 110V socket for connecting the electricity for all the Equipment as may be applicable. Requirements and/or additions and/or deviations from the drawing attached to the Project Order, or that are not required for the purposes of installing the AS IS hardware, will be subject to BiltOn's prior written approval, and will be communicated to BiltOn in writing, at least 7 days prior to the date of the installation of the Equipment at the Customer's site.