

## **INDEMNIFICATION AGREEMENT**

THIS INDEMNIFICATION AGREEMENT (the “**Agreement**”), dated as of **13 August 2019**, is entered into by and between Ethernity Networks Ltd., an Israeli company (company number 513478347) whose address is 13A Hamelaha Street, Lod Industrial Park, Israel, 7152025 (the “**Company**”), and the undersigned Office Holder of the Company whose name appears on the signature page hereto (the “**Indemnitee**”).

**WHEREAS**, Indemnitee is an Office Holder (“*Nosse Misra*”), as such term is defined in the Companies Law, 5759–1999, as amended (the “**Companies Law**” and “**Office Holder**” respectively), of the Company;

**WHEREAS**, both the Company and Indemnitee recognize the increased risk of litigation and other claims being asserted against Office Holders of companies and that highly competent persons have become more reluctant to serve corporations as directors and officers or in other capacities unless they are provided with adequate protection through insurance and/or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to, and activities on behalf of, companies;

**WHEREAS**, the Articles of Association of the Company authorize the Company to indemnify and advance expenses to its Office Holders and provide for insurance and exculpation to its Office Holders, in each case, to the fullest extent permitted by applicable law;

**WHEREAS**, the Company has determined that (i) attracting and retaining competent persons is in the best interests of the Company and its shareholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future, (ii) and it is reasonable, prudent and necessary for the Company to contractually obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law, so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified; and

**WHEREAS**, in recognition of Indemnitee’s need for substantial protection against personal liability in order to assure Indemnitee’s continued service to the Company in an effective manner and, in part, in order to provide Indemnitee with specific contractual assurance that the indemnification, insurance and exculpation afforded by the Articles of Association of the Company will be available to Indemnitee, the Company wishes to undertake in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent permitted by applicable law and as set forth in this Agreement and provide for insurance and exculpation of Indemnitee as set forth in this Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

### **1. INDEMNIFICATION AND INSURANCE.**

- 1.1. The Company hereby undertakes to indemnify Indemnitee to the fullest extent permitted by applicable law for any liability and expense specified in Sections 1.1.1 through 1.1.7 below, imposed on Indemnitee due to or in connection with an act performed by Indemnitee, either prior to or after the date hereof, in Indemnitee’s capacity as an Office Holder of the Company, including, without limitation, as a director or officer in a subsidiary thereof or, at the request of the Company, any

another company in which the Company holds shares, directly or indirectly, or in which the Company has an interest of some kind (the “**Corporate Capacity**”). The term “act performed in Indemnitee’s capacity as an Office Holder” shall include, without limitation, any act, omission and failure to act and any other circumstances relating to or arising from Indemnitee’s service in a Corporate Capacity. The following shall be hereinafter referred to as “**Indemnifiable Events**”:

- 1.1.1. Financial obligations imposed on Indemnitee, pursuant to a court judgment in favor of another person, including a judgment imposed on Indemnitee in a settlement or an arbitration that was approved by a court of law. For purposes of Section 1 of this Agreement, the term “**person**” shall include individuals and corporate bodies;
- 1.1.2. Reasonable litigation Expenses (as defined below), including legal fees, incurred by Indemnitee as a result of a criminal inquiry or an investigation or proceeding instituted against Indemnitee by a competent authority without the filing of an indictment and without the imposition of financial liability in lieu of a criminal proceeding, or which has ended in the imposition of a financial obligation in lieu of a criminal proceeding without the filing of an indictment for an offense that does not require proof of *mens rea*. For this section, the phrases “proceeding that has ended without the filing of an indictment” and “financial obligation in lieu of a criminal proceeding” shall have the meanings ascribed to them in Section 260(a)(1a) of the Companies Law;
- 1.1.3. Reasonable legal Expenses, including attorneys’ fees, incurred by or charged to Indemnitee by a court of law, in a proceeding brought against Indemnitee by the Company or on its behalf by another person, or in a criminal prosecution in which Indemnitee was acquitted, or in a criminal prosecution in which Indemnitee was convicted of an offense that does not require proof of *mens rea*;
- 1.1.4. Payments which Indemnitee is obligated to make to an injured party as set forth in Section 52(54)(a)(1)(a) of the Israeli Securities Law, 5728-1968, as amended (the “**Securities Law**”), and legal expenses, including attorney’s fees, that Indemnitee incurred in connection with a proceeding under Chapters H’3, H’4 or I’1 of the Securities Law;
- 1.1.5. Reasonable Expenses incurred by Indemnitee in connection with an Administrative Proceeding, including legal Expenses and attorney’s fees. In this section, an “**Administrative Proceeding**” means any proceeding pursuant to Chapters H’3 (Imposition of Monetary Sanctions by the Israel Securities Authority), H’4 (The Imposition of Administrative Enforcement Measures by the Administrative Enforcement Committee) or I’1 (Arrangement to Prevent the Initiation of Proceedings or to Conclude Proceedings) of the Securities Law;
- 1.1.6. Expenses incurred by Indemnitee in connection with a proceeding as permitted under Chapter G’1 of the Economic Competition Law, 5748-1988, as amended; and
- 1.1.7. Any other matter in respect of which it is permitted or will be permitted under applicable law to indemnify the liability of an Officer Holder.

For the purpose of this Agreement, “**Expenses**” shall include, without limitation, attorneys’ fees and all other costs, expenses and obligations paid or incurred by Indemnatee in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness in or participate in any claim relating to any matter for which indemnification hereunder may be provided. Expenses shall be considered paid or incurred by Indemnatee at such time as Indemnatee is required to pay or incurs such cost or expenses, including upon receipt of an invoice or payment demand. The Company shall pay the Expenses in accordance with the provisions of Section 1.3.

- 1.2. Notwithstanding anything herein to the contrary, the Company’s undertaking to indemnify Indemnatee under Section 1.1.1 shall only be with respect to events described in **Exhibit A** hereto. The board of directors of the Company (the “**Board**”) has determined that the categories of events listed in Exhibit A are foreseeable in light of the operations of the Company. The maximum amount of indemnification payable by the Company under Section 1.1.1 of this Agreement with respect to all persons to whom the Company undertook to indemnify under agreements similar to this Agreement (the “**Indemnifiable Persons**”) for all events described in Exhibit A shall be as set forth in Exhibit A (the “**Limit Amount**”). If the Limit Amount is insufficient to cover all the indemnity amounts payable with respect to all Indemnifiable Persons, then such amount shall be allocated to such Indemnifiable Persons pro rata according to the percentage of their culpability, as finally determined by a court in the relevant claim, or, absent such determination or in the event such persons are parties to different claims, based on an equal pro rata allocation among such Indemnifiable Persons. The Limit Amount payable by the Company as described in Exhibit A is deemed by the Company to be reasonable in light of the circumstances. The indemnification provided under Section 1.1.1 shall not be subject to the limitations imposed by this Section 1.2 and Exhibit A if and to the extent such limits are no longer required by applicable law.
- 1.3. If so requested by Indemnatee, and subject to the Company’s repayment and reimbursement rights set forth in Sections 3 and 5 below, the Company shall pay amounts to cover Indemnatee’s Expenses with respect to which Indemnatee is entitled to be indemnified under Section 1.1, as and when incurred. The payments of such amounts shall be made by the Company directly to Indemnatee’s legal and other advisors, as soon as practicable, but in any event no later than fifteen (15) days after written demand by Indemnatee therefor to the Company, and any such payment shall be deemed to constitute indemnification hereunder. As part of the aforementioned undertaking, the Company will make available to Indemnatee any security or guarantee that Indemnatee may be required to post in accordance with an interim decision given by a court, governmental or administrative body, or an arbitrator, including for the purpose of substituting liens imposed on Indemnatee’s assets.
- 1.4. The Company’s obligation to indemnify Indemnatee and advance Expenses in accordance with this Agreement shall be for such period (the “**Indemnification Period**”) as Indemnatee shall be subject to any actual, possible or threatened claim, action, suit, demand or proceeding or any inquiry or investigation, whether civil, criminal or investigative, and, subject to applicable law, whether in Israel, the United Kingdom or any other jurisdiction, arising out of Indemnatee’s service in a Corporate Capacity, whether or not Indemnatee is still serving in a Corporate Capacity.

- 1.5. The Company undertakes that, subject to the mandatory limitations under applicable law, as long as it may be obligated to provide indemnification and advance Expenses under this Agreement, the Company will purchase and maintain in effect directors' and officers' liability insurance, which will include coverage for the benefit of Indemnitee, providing coverage in amounts as reasonably determined by the Board. The Company hereby undertakes to notify Indemnitee no less than thirty (30) days prior to the expiration or termination of the directors' and officers' liability insurance.
- 1.6. The Company undertakes to give prompt written notice of the commencement of any claim hereunder to the insurers in accordance with the procedures set forth in the relevant policies. The Company shall thereafter diligently take all actions reasonably necessary under the circumstances to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such action, suit, proceeding, inquiry or investigation in accordance with the terms of such policies. The above shall not derogate from the Company's authority to freely negotiate or reach any compromise with the insurer which is reasonable in the Company's sole discretion, provided that the Company shall act in good faith and in a diligent manner.

**2. SPECIFIC LIMITATIONS ON INDEMNIFICATION.**

Notwithstanding anything to the contrary in this Agreement, for as long as it is prohibited under applicable law, the Company shall not indemnify or advance Expenses to Indemnitee with respect to (i) a breach of Indemnitee's duty of loyalty to the Company, except, with respect to indemnification and insurance, to the extent that Indemnitee acted in good faith and had a reasonable basis to believe that such act would not prejudice the Company; (ii) a willful or reckless breach of Indemnitee's duty of care, excluding a breach arising out of the negligent conduct of Indemnitee; (iii) an action or omission committed with the intent to derive unlawful personal benefit; (iv) a fine, civil fine, financial sanction or penalty imposed upon Indemnitee; (v) any other act, event or circumstance with respect to which it is prohibited to do so under applicable law. Notwithstanding anything to the contrary in this Agreement, the Company shall not indemnify or advance Expenses to Indemnitee with respect to a counterclaim made by the Company or in its name in connection with a claim against the Company filed by Indemnitee.

**3. REPAYMENT OF EXPENSES.**

- 3.1. In the event that the Company provides or is required to provide indemnification with respect to Expenses hereunder and at any time thereafter the Company determines, based on advice from its legal counsel, that Indemnitee was not entitled to such payments, the amounts so indemnified by the Company will be promptly repaid to the Company by Indemnitee, unless Indemnitee disputes the Company's determination, in which case Indemnitee's obligation to repay the Company shall be postponed until such dispute is resolved in a manner that is final and unappealable.
- 3.2. Indemnitee's obligation to repay to the Company for any Expenses or other sums paid hereunder shall be deemed as a loan given to Indemnitee by the Company subject to the minimum interest rate prescribed by Section 3(9) of the Income Tax Ordinance [New Version], 1961, or any other legislation replacing it, which is not considered a taxable benefit.

4. **SUBROGATION.**

- 4.1. Except as set forth in Section 4.2 below, in the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who hereby agrees to execute all documents required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.
- 4.2. The Company hereby acknowledges that Indemnitee may have from time to time certain rights to indemnification, advancement of Expenses and/or insurance provided by shareholders of the Company, and certain of its affiliates and third parties (collectively, the “**Secondary Indemnitors**”). The Company hereby agrees (i) that the Company is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Secondary Indemnitors to advance Expenses or to provide indemnification for the same Expenses or liabilities incurred by Indemnitee are secondary); (ii) that the Company shall be required to advance the full amount of Expenses incurred by Indemnitee and shall be liable for the full amount of all Expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Articles of Association of the Company (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Secondary Indemnitors; and (iii) that the Company irrevocably waives, relinquishes and releases the Secondary Indemnitors from any and all claims the Company may have against the Secondary Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Without altering or expanding any of the Company’s indemnification obligations hereunder, the Company further agrees that no advancement or payment by the Secondary Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Secondary Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Secondary Indemnitors are express third party beneficiaries of the terms of this Section 4.2.

5. **REIMBURSEMENT.**

Except as set forth in Section 4.2 above, the Company shall not be liable under this Agreement to make any payment in connection with any Indemnifiable Event to the extent Indemnitee has otherwise actually received payment under any insurance policy, from a Secondary Indemnitor or otherwise (without any obligation of Indemnitee to repay any such amount) of the amounts otherwise indemnifiable hereunder. Any amounts paid to Indemnitee under such insurance policy, from a Secondary Indemnitor or otherwise after the Company has indemnified Indemnitee for such liability or Expense shall be repaid to the Company promptly upon receipt by Indemnitee, in accordance with the terms set forth in Section 3.2.

6. **EFFECTIVENESS.**

The Company represents and warrants that this Agreement is valid, binding and enforceable in accordance with its terms and was duly adopted and approved by the Company, and shall be in full force and effect immediately upon its execution.

**7. NOTIFICATION AND DEFENSE OF CLAIM.**

Indemnitee shall notify the Company of the commencement of any action, suit or proceeding, and of the receipt of any notice or threat that any such action, suit or proceeding has been or shall or may be initiated against Indemnitee (including any action, suit or proceeding by or against the Company and any subsidiary thereof) and shall provide the Company with all documents in connection with such action, suit or proceeding or possible threatened action, suit or proceeding, promptly upon Indemnitee first becoming so aware; but the omission so to notify the Company will not relieve the Company from any liability which it may have to Indemnitee under this Agreement unless and to the extent that such failure to provide notice materially and adversely prejudices the Company's ability to defend such action, suit or proceeding. Notice to the Company shall be directed to the Chief Executive Officer or Chief Financial Officer of the Company at the address shown in the preamble to this Agreement (or such other address as the Company shall designate in writing to Indemnitee). With respect to any such action, suit or proceeding as to which Indemnitee notifies the Company of the commencement thereof and without derogating from Sections 1.1 and 2:

- 7.1. The Company will be entitled to participate therein at its own expense.
- 7.2. Except as otherwise provided below, the Company, alone or jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel selected by the Company, which counsel shall be reasonably reputable with experience in the relevant field. Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee, unless: (i) the employment of counsel by Indemnitee has been authorized in writing by the Company; (ii) Indemnitee shall have, based on the legal advice of counsel, reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of the defense of such action, suit or proceeding; or (iii) the Company has not in fact employed counsel to assume the defense of such action, suit or proceeding in each of which cases the reasonable fees and expenses of counsel shall be at the expense of the Company. Following the request of the Company, Indemnitee shall sign any document that shall empower the Company and/or such counsel to act in Indemnitee's name with regard to the Indemnitee's defense in the above-mentioned action, suit or proceeding and to represent Indemnitee in all matters pertaining to such action, suit or proceeding. The Company shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Company or as to which Indemnitee shall have reached the conclusion specified in (ii) above.
- 7.3. The Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts or expenses paid in connection with a settlement of any action, suit or proceeding or otherwise, effected without the Company's prior written consent (which shall not be unreasonably withheld or delayed).
- 7.4. Other than with respect to an action, suit or proceeding that has been initiated against Indemnitee by the Company or in its name or by Indemnitee against the Company in order to assert, interpret or enforce its rights hereunder, the Company shall have the right, without Indemnitee's consent, to conduct the defense as it sees fit in its sole discretion (provided that the Company shall conduct the defense in good faith and in a diligent manner), including the right to settle or compromise

any claim or to consent to the entry of any judgment against Indemnitee without the consent of Indemnitee, provided that, the amount of such settlement, compromise or judgment does not exceed the Limit Amount (if applicable) and is fully indemnifiable pursuant to this Agreement (subject to Section 1.2 of this Agreement) and/or applicable law, and any such settlement, compromise or judgment does not impose any penalty or limitation on Indemnitee. Indemnitee's consent shall not be required if the settlement includes a complete release of Indemnitee, does not contain any admission of wrong-doing by Indemnitee, and includes monetary sanctions only as provided above. In the case of criminal proceedings, the Company and/or its legal counsel will not have the right to plead guilty or agree to a plea-bargain in Indemnitee's name without Indemnitee's prior written consent. Neither the Company nor Indemnitee will unreasonably withhold or delay their consent to any proposed settlement, if any such consent is required.

7.5. Indemnitee shall fully cooperate with the Company and shall give the Company all information and access to documents, files and to its advisors and representatives as shall be within Indemnitee's power, as is reasonably required by the Company with respect to any action, suit or proceeding which is the subject matter of this Agreement and in the defense of other action, suit or proceeding asserted against the Company (other than claims asserted by Indemnitee), provided that the Company shall cover all expenses, costs and fees incidental thereto such that Indemnitee will not be required to pay or bear such expenses, costs and fees.

**8. EXCULPATION.**

Subject to the provisions of the Companies Law, the Company hereby releases, in advance, Indemnitee from liability to the Company for any damage that arises from the breach of Indemnitee's duty of care to the Company (within the meaning of such terms under Sections 252 and 253 of the Companies Law) after the date hereof, other than breach of the duty of care towards the Company in a distribution (as such term is defined in the Companies Law).

**9. NON-EXCLUSIVITY.**

The rights of Indemnitee hereunder shall not be deemed exclusive of any other rights Indemnitee may have under the Company's Articles of Association, applicable law or otherwise, and to the extent that during the Indemnification Period the indemnification rights of the then serving Office Holders are more favorable to such Office Holders than the indemnification rights provided under this Agreement to Indemnitee, Indemnitee shall be entitled to the full benefits of such more favorable indemnification rights to the extent permitted by law.

**10. PARTIAL INDEMNIFICATION.**

If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses, judgments, fines or penalties actually or reasonably incurred by Indemnitee in connection with any proceedings, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses, judgments, fines or penalties to which Indemnitee is entitled under any provision of this Agreement. Subject to the provisions of Section 5 above, any amount received by Indemnitee (under any insurance policy or otherwise) shall not reduce the Limit Amount hereunder and shall not derogate from the Company's obligation to indemnify Indemnitee in accordance with the provisions of this Agreement up to the Limit Amount, as set forth in Section 1.2.

**11. BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. In the event of a merger or consolidation of the Company or a transfer or disposition of all or substantially all of the business or assets of the Company, Indemnitee shall be entitled to the same indemnification and insurance provisions as the most favorable indemnification and insurance provisions afforded to the then-serving Office Holders of the Company. In the event that in connection with such transaction the Company purchases a directors and officers' "tail" or "run-off" policy for the benefit of its then serving Office Holders, then such policy shall cover Indemnitee and such coverage shall be deemed to be in satisfaction of the insurance requirements under this Agreement. This Agreement shall continue in effect during the Indemnification Period regardless of whether Indemnitee continues to serve in a Corporate Capacity.

Any amendment to the Companies Law, the Securities Law or other applicable law adversely affecting the right of Indemnitee to be indemnified, insured or released pursuant hereto shall be prospective in effect, and shall not affect the Company's obligation or ability to indemnify or insure Indemnitee for any act or omission occurring prior to such amendment, unless otherwise provided by applicable law.

**12. SEVERABILITY.**

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (ii) the remainder of this Agreement and the application of such provision or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**13. NOTICE.**

All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed provided if delivered personally, sent by facsimile, email, reputable overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Company at the addresses shown in the preamble to this Agreement and to indemnitee at the address shown in the signature page to this Agreement, or to such other address as the party to whom notice is to be given may have furnished to the other party hereto in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of personal delivery, on the date of such delivery; (ii) in the case of telecopier or an electronic facsimile or email, one day after the date of transmission if electronic or other confirmation of receipt is received; (iii) in the case of a reputable overnight courier, three (3) days after deposit with such reputable overnight courier service; and (iv) in the case of mailing, on the seventh (7<sup>th</sup>) business day (in the country of the addressee) following that on which the mail containing such communication is posted. In the case of clauses (i), (ii) and (iii), if such notice or other communication is received after 5:00 p.m. on a business day (in the country of the addressee), or is received on a day that is not a business day (in the country of the addressee), then such notice or other communication will not



be deemed effective or given until 9:00 a.m. on the next succeeding business day (in the country of the addressee).

**14. GOVERNING LAW; JURISDICTION.**

This Agreement shall be construed in accordance with, and governed in all respects, by the internal laws of the State of Israel, without giving effect to any choice of law or conflicts of law provision or rule (whether of the State of Israel or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Israel. The Company and Indemnitee each hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of Tel-Aviv, Israel for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement.

**15. ENTIRE AGREEMENT.**

This Agreement represents the entire agreement between the parties and supersedes any other agreements, contracts or understandings between the parties, whether written or oral, with respect to the subject matter of this Agreement.

**16. NO MODIFICATION AND NO WAIVER.**

No supplement, modification or amendment, termination or cancellation of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. Any waiver shall be in writing. The Company hereby undertakes not to amend its Articles of Association in a manner which will adversely affect the provisions of this Agreement.

**17. ASSIGNMENTS; NO THIRD PARTY RIGHTS.**

Neither party hereto may assign any of its rights or obligations hereunder except with the express prior written consent of the other party. Nothing herein shall be deemed to create or imply an obligation for the benefit of a third party, other than as provided in Section 4.2 above. Without limitation of the foregoing, nothing herein shall be deemed to create any right of any insurer that provides directors' and officers' liability insurance, to claim, on behalf of Indemnitee, any rights hereunder.

**18. INTERPRETATION; DEFINITIONS.**

Unless the context shall otherwise require: words in the singular shall also include the plural, and vice versa; any pronoun shall include the corresponding masculine, feminine and neuter forms; the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; the words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement in its entirety and not to any part hereof; all references herein to Sections or clauses shall be deemed references to Sections or clauses of this Agreement; any references to any agreement or other instrument or law, statute or regulation are to it as amended, supplemented or restated, from time to time (and, in the case of any law, to any successor provisions or re-enactment or modification thereof being in force at the time); any reference to "law" shall include any supranational, national, federal, state, local, or foreign statute or law and all rules and regulations promulgated thereunder; any reference to a "day" or a number of "days" (without any explicit reference otherwise, such as to business days) shall be interpreted as a reference to a calendar day or number of calendar days; reference to a month or a year means according to the Gregorian calendar; reference to a "company", "corporate body" or "entity" shall include a, partnership, firm, company, corporation,

limited liability company, association, joint venture, trust, unincorporated organization, estate, or a government municipality or any political, governmental, regulatory or similar agency or body, and reference to a “person” shall mean any of the foregoing or a natural person. The obligations of the Company as provided in this Agreement shall be interpreted broadly and in a manner that shall facilitate its execution, to the extent permitted by law, and for the purposes for which it was intended.

19. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument; it being understood that parties need not sign the same counterpart. The exchange of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed original counterpart and shall bind the parties to the terms and conditions of this Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties, each acting under due and proper authority, have executed this Indemnification Agreement as of the date first mentioned above, in one or more counterparts.

**Ethernity Networks Ltd.**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Indemnatee:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

**EXHIBIT A\***

<b>CATEGORY OF INDEMNIFIABLE EVENT</b>	<b>LIMIT AMOUNT PER EACH SPECIFIC EVENT WITHIN THIS CATEGORY OF EVENTS</b>
1. Claims in connection or associated with employment relationships with employees of the Company, including in connection with pension arrangements, insurance and saving funds, options and other employment related benefits.	The maximal amount of coverage provided under the Company's Directors and Officers Insurance (the " <b>Maximum Amount</b> ")
2. Claims in connection or associated with business relations of any kind between the Company and its employees, independent contractors, customers, suppliers, partners, distributors, agents, resellers, representatives, licensors, licensees, service providers and other business associates.	The Maximum Amount
3. Negotiations, execution, delivery and performance of agreements of any kind or nature.	The Maximum Amount
4. Approval of, and recommendation or information provided to shareholders or other security holders with respect to, any and all corporate actions, including the approval of the acts of the Company's management, their guidance and their supervision, matters relating to the approval of transactions with Office Holders or control persons (including, without limitation, all compensation related matters) or shareholders, including controlling persons and claims and allegations of failure to exercise business judgment, reasonable level of proficiency, expertise, care or any other applicable standard, with respect to the foregoing or otherwise with respect to the Company's business, strategy, operations and prospective outlook, and any discussions, deliberations, reviews or other preparatory or preliminary phases relating to any of the foregoing.	The Maximum Amount
5. Violation, infringement, misappropriation, dilution and other misuse of copyrights, patents, designs, trade secrets, confidential information, proprietary information and any intellectual property rights.	The Maximum Amount
6. Actions relating to the Company's intellectual property rights and the protection thereof, including the registration, assertion of enforcement rights to intellectual property and their protection within claims in connection therewith.	The Maximum Amount
7. Actions relating to the breach of confidentiality obligations, acts in regard of invasion of privacy including with respect to databases, acts in connection with	The Maximum Amount

slander and defamation, and claims in connection with publishing or providing any information, including any filings with any governmental authorities, whether or not required under any applicable laws.

8. Violations of or failure to comply with securities laws, and any regulations or other rules promulgated thereunder, of any jurisdiction, including, but not limited to, misleading or fraudulent disclosure claims, failure to comply with any securities authority or any stock exchange disclosure or other rules and any other claims relating to relationships with investors, debt holders, shareholders, optionholders, holders of any other equity or debt instrument of the Company, and otherwise with the investment community. The Maximum Amount
9. Claims relating to or arising out of financing arrangements, any breach of financial covenants or other obligations towards investors, lenders or debt holders, class actions, violations of laws requiring the Company to obtain regulatory and governmental licenses, permits and authorizations in any jurisdiction, including in connection with disclosure, offering or other transaction related documents. The Maximum Amount
10. Actions taken in connection with the offer, issuance, purchase, holding or disposition of any type of securities of Company (whether on behalf of itself or on behalf of any holder of securities and any other person), including, without limitation, the grant of options, warrants or other rights to purchase any of the same or any offering of the Company's securities (whether on behalf of the Company or on behalf of any holders of securities of the Company and any other person) to private investors, underwriters, resellers or to the public, and listing of such securities, or the offer by the Company to purchase securities from the public or from private investors or other holders, and any undertakings, representations, warranties and other obligations related to any of the foregoing or to the Company's status as a public company or as an issuer of securities. The Maximum Amount
11. Liabilities arising in connection with any products or services developed, distributed, rendered, sold, provided, licensed or marketed by the Company or any affiliate thereof, and any actions or omissions in connection with the distribution, provision, sale, marketing, license or use of such products or services, including without limitation in connection with professional liability and product liability claims. The Maximum Amount
12. Actions in connection with the purchase, licensing or acquisition of rights in products, assets or technologies of other persons or legal entities, and the sale, licensing or grant of license in the same to other persons or legal entities. The Maximum Amount
13. Events, facts or circumstances in connection with an actual or proposed change in ownership or in the structure of the Company, its reorganization, dissolution, winding up, any other arrangements concerning creditors rights, merger, change in control, issuances of securities, restructuring, spin out, spin off, divestiture, recapitalization or any other transaction relating to the corporate structure or organization of the Company. The Maximum Amount

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| 14. | The approval or failure to approve of any corporate actions and any matters relating to corporate governance, capital structure, articles of association or other charter or governance documents, appointment or dismissal of office holders or compensation thereof and appointment or dismissal of auditors, internal auditors or any other person performing any services for the Company.  | The Maximum Amount |
| 15. | Any claim or demand made in connection with any transaction whether or not in the ordinary course of business of the Company, as well as the sale, lease, purchase or acquisition of, or the receipt or grant of any rights with respect to, any assets, operations or business, or part thereof.   | The Maximum Amount |
| 16. | Any claim or demand made by any third party suffering any personal injury and/or bodily injury or damage to business or personal property or any other type of damage through any act or omission attributed to the Company, or its employees, agents or other persons acting or allegedly acting on its behalf.  | The Maximum Amount |
| 17. | Any claim or demand made directly or indirectly in connection with complete or partial failure, by the Company or its directors, officers and employees, to pay, report, keep applicable records or otherwise, of any local or foreign federal, state, county, municipal or city taxes or other taxes or compulsory payments of any nature whatsoever, including, without limitation, income, sales, use, transfer, excise, value added, registration, severance, stamp, occupation, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll or employee withholding or other withholding, including any interest, penalty or addition thereto, whether disputed or not. | The Maximum Amount |
| 18. | Resolutions and/or actions, investigations, proceedings or similar matters relating to environmental matters.   | The Maximum Amount |
| 19. | Any administrative, regulatory or judicial actions, orders, decrees, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or notices of noncompliance or violation by any governmental or regulatory entity or authority or any other person alleging the failure to comply with any statute, law, ordinance, rule, regulation, order or decree of any governmental or regulatory entity or authority applicable to the Company or any of its businesses, assets or operations, or the terms and conditions of any operating certificate or licensing agreement.  | The Maximum Amount |
| 20. | Participation and/or non-participation at Company Board meetings, expression of opinion or view and/or voting and/or abstention from voting at Company Board meetings, including, in each case, any committee thereof, as well as expression of opinion publicly in connection with the service as an Office Holder.  | The Maximum Amount |
| 21. | Review and approval of the Company's financial statements, including but not limited to annual or quarterly financial statements, profit and loss statements, balance sheets and similar financial information, and any specific items or matters within, including any action, consent or approval related to or arising   | The Maximum Amount |

from the foregoing, including, without limitations, engagement of or execution of certificates for the benefit of third parties related to the financial statements.

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| 22. | Adoption of financial reporting standards practiced by the Company or its subsidiaries.  | The Maximum Amount |
| 23. | Violation of laws, rules or regulations requiring the Company to obtain regulatory and governmental licenses, permits and authorizations (including without limitation relating to export, import, encryption, antitrust or competition authorities) or laws related to any governmental grants in any jurisdiction.   | The Maximum Amount |
| 24. | Resolutions and/or actions relating to investments in the Company and/or investment in corporate or other entities and/or investments in other traded or non-traded securities and/or any other form of investment.  | The Maximum Amount |
| 25. | Liabilities arising out of advertising, including misrepresentations regarding the Company's products or services and unlawful distribution of emails.   | The Maximum Amount |
| 26. | Management of the Company's bank accounts, including money management, foreign currency deposits, securities, loans and credit facilities, credit cards, bank guarantees, letters of credit, consultation agreements concerning investments including with portfolio managers, hedging transactions, options, futures, and the like.   | The Maximum Amount |
| 27. | All actions, consents and approvals, including any prior discussions, reviews and deliberations, relating to a distribution of dividends, in cash or otherwise, or to any other "distribution" as such term is defined under the Companies Law.  | The Maximum Amount |
| 28. | Any administrative, regulatory, judicial, civil or criminal, actions orders, decrees, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or notices of noncompliance, violation or breaches alleging potential responsibility, liability, loss or damage (including potential responsibility or liability for costs of enforcement, investigation, cleanup, governmental response, removal or remediation, property damage or penalties, or for contribution, indemnification, cost recovery, compensation or injunctive relief), whether alleged or claimed by customers, consumers, regulators, shareholders or others, arising out of, based on or related to: (i) cyber security, cyber-attacks, data loss or breaches, unauthorized access to databases and use or disclosure of information contained therein, not preventing or detecting the breach or failing to otherwise disclose or respond to the breach; (ii) circumstances forming the basis of any violation of any law, permit, license, registration or other authorization required under applicable law governing data security, data protection, network security, information systems, privacy or any cyber environment (including, users, networks, devices, software, processes, information systems, databases, information in storage or transit, applications, services, and systems that can be connected directly or indirectly to networks); (iii) failure to implement a reporting system or control, or failure to monitor or oversee the operation of such a system; (iv) data destruction, extortion, theft, hacking, and denial of service attacks; losses or liabilities to others caused by errors and omissions, failure to safeguard data or defamation; or (v) security- | The Maximum Amount |

audit, post-incident public relations and investigative expenses, criminal reward funds, data breach/privacy crisis management (including, management of an incident, investigation, remediation, data subject notification, call management, credit checking for data subjects, legal costs, court attendance and regulatory fines), extortion liability (including, losses due to a threat of extortion, professional fees related to dealing with the extortion), or network security liability (including, losses as a result of denial of access, costs related to data on third-parties and costs related to the theft of data on third-party systems).

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| 29. Acts or omissions not covered by product liability insurance.   | The Maximum Amount |
| 30. Acts or omissions resulting in the failure to maintain appropriate insurance and/or inadequate safety measures and/or a malpractice of risk management.           | The Maximum Amount |
| 31. Actions in connection with the purchase or sale of companies, legal entities or assets, and the division or consolidation thereof.                                | The Maximum Amount |
| 32. An act or a derivative thereof that is contrary to the Company's Articles of Association.   | The Maximum Amount |
| 33. Implementing or taking part in a tender offer and/or sale offer and any proceeding, opinion, document and/or report in connection therewith.                      | The Maximum Amount |
| 34. Representations and warranties made in good faith in connection with the business of the Company.   | The Maximum Amount |
| 35. Any of the foregoing events relating to the capacity of Indemnitees as an Office Holder of a company controlled by the Company or otherwise affiliated therewith. | The Maximum Amount |
| 36. <b>Aggregate Limit Amount for all events together:</b>  | The Maximum Amount |

\* Any reference in this Exhibit A to the Company shall include the Company and any entity in which Indemnatee serves in a Corporate Capacity.