
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 2
TO
FORM F-1
REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933

KORNIT DIGITAL LTD.
(Exact Name of Registrant as Specified in its Charter)

State of Israel
(State or Other Jurisdiction of
Incorporation or Organization)

3555
(Primary Standard Industrial
Classification Code Number)

Not Applicable
(I.R.S. Employer
Identification No.)

Kornit Digital Ltd.
12 Ha`Amal Street, Afek Park,
Rosh-Ha`Ayin 4809246, Israel
Tel: +972-3-908-5800

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Kornit Digital North America Inc.
10541-10601 North Commerce Street
Mequon, WI 53092
(262) 518-0200

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after effectiveness of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed maximum aggregate offering price ⁽¹⁾⁽²⁾	Amount of registration fee
Ordinary shares, par value NIS 0.01 per share	\$	\$

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933.

(2) Includes ordinary shares that the underwriters may purchase pursuant to their option to purchase additional ordinary shares.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment is filed solely to file the exhibits indicated in Item 8 of Part II. No change is made to the preliminary prospectus constituting Part I of the Registration Statement or Items 6, 7 or 9 of Part II of the Registration Statement.

Item 8. Exhibits and Financial Statement Schedules.

- (a) The Exhibit Index is hereby incorporated herein by reference.
- (b) Financial Statement Schedules.

All Financial Statement Schedules have been omitted because either they are not required, are not applicable or the information required therein is otherwise set forth in the Registrant's consolidated financial statements and related notes thereto.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Rosh Ha-Ayin, Israel on this day of , 2015.

KORNIT DIGITAL LTD.

By: _____

Name: Gabi Seligsohn

Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTED, that each director and officer of Kornit Digital Ltd. whose signature appears below hereby appoints Gabi Seligsohn and Guy Avidan, and each of them severally, acting alone and without the other, his true and lawful attorney-in-fact with full power of substitution or re-substitution, for such person and in such person's name, place and stead, in any and all capacities, to sign on such person's behalf, individually and in each capacity stated below, any and all amendments, including post-effective amendments to this Registration Statement, and to sign any and all additional registration statements relating to the same offering of securities of the Registration Statement that are filed pursuant to Rule 462(b) of the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons on , 2015 in the capacities indicated:

Signature and Name	Title
_____ Gabi Seligsohn	Chief Executive Officer (principal executive officer)
_____ Guy Avidan	Chief Financial Officer (principal financial officer and principal accounting officer)
_____ Yuval Cohen	Chairman of the Board of Directors
_____ Ofer Ben-Zur	Director
_____ Marc Lesnick	Director
_____ Eli Blatt	Director
_____ Yoav Hineman	Director
_____ Moshe Nur	Director
_____ Joshua Maor	Director

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the requirements of the Securities Act of 1933, the Registrant's duly authorized representative has signed this registration statement on Form F-1 in Mequon, Wisconsin, on _____, 2015.

KORNIT DIGITAL NORTH AMERICA INC.

By: _____

Name: _____

Title: _____

EXHIBIT INDEX

Exhibit No.	Description
1.1	Form of Underwriting Agreement by and among Kornit Digital Ltd. and the underwriters named therein*
3.1	Articles of Association of the Registrant**
3.2	Form of Amended and Restated Articles of Association of the Registrant, to be effective upon closing of this offering*
4.1	Specimen Share Certificate*
5.1	Opinion of Meitar Liquornik Geva Leshem Tal, Israeli counsel to the Registrant, as to the validity of the ordinary shares (including consent)*
10.1	2004 Share Option Plan**
10.2	2012 Share Incentive Plan**
10.3	Form of indemnification agreement by and between Kornit Digital Ltd. and each of its directors and executive officers*
10.4	Sales Representative Agreement, dated April 1, 2014, between the Registrant and Hirsch International Corporation†
10.5	Original Equipment Manufacturer Supply Agreement, dated January 6, 2006, between the Registrant and Spectra Printing, a division of Dimatix, Inc.†
10.6	Amendment No. 1 to Original Equipment Manufacturer Supply Agreement, dated September 20, 2006, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.7	Amendment No. 2 to Original Equipment Manufacturer Supply Agreement, dated September 1, 2007, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.8	Amendment No. 3 to Original Equipment Manufacturer Supply Agreement, dated March 17, 2008, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.9	Amendment No. 4 to Original Equipment Manufacturer Supply Agreement, dated July 1, 2010, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.10	Amendment No. 5 to Original Equipment Manufacturer Supply Agreement, dated October 4, 2011, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.11	Amendment No. 6 to Original Equipment Manufacturer Supply Agreement, dated December 6, 2012, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.12	Amendment No. 7 to Original Equipment Manufacturer Supply Agreement, dated February 1, 2013, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.13	Amendment No. 8 to Original Equipment Manufacturer Supply Agreement, dated January 1, 2014, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.14	Amendment No. 9 to Original Equipment Manufacturer Supply Agreement, dated August 22, 2014, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.15	Supplier Agreement, dated November 19, 2014, between the Registrant and I.T.S. Industrial Technologic Solutions, Ltd.†∞
10.16	Amended and Restated Investors' Rights Agreement, dated _____, by and among the Registrant and the other parties thereto.*
10.17	Management Services Agreement, dated August 11, 2011, by and between the Registrant and Fortissimo Capital Fund II (Israel) L.P.**
10.18	Termination Agreement, dated _____, 2015, terminating the Management Services Agreement, dated August 11, 2011, by and between the Registrant and Fortissimo Capital Fund II (Israel) L.P.*
10.19	Lease Agreement, dated March 25, 2010, by and between the Registrant and Benvenisti Engineering Ltd.∞*
10.20	Addendum to Lease Agreement, dated November 21, 2011 by and between the Registrant and Benvenisti Engineering Ltd.∞*

EXHIBIT INDEX

Exhibit No.	Description
21.1	List of subsidiaries of the Registrant**
23.1	Consent of Kost Forer Gabbay & Kasierer, a member of Ernst & Young Global, an independent registered public accounting firm*
23.2	Consent of Meitar Liquornik Geva Leshem Tal (included in Exhibit 5.1)*
24.1	Power of Attorney (included in signature pages of Registration Statement)*

* To be filed by amendment.

** Previously filed.

† Confidential treatment requested.

∞ English translation of the original Hebrew document.

HIRSCH INTERNATIONAL SALES REPRESENTATIVE AGREEMENT

This Representative Agreement (the "Agreement") is entered into as of the April 1, 2014 (the "Effective Date") by and between Kornit Digital North America Inc. ("Kornit") and Hirsch International Corporation, a company incorporated under the laws of the state of Delaware, having its principal place of business located at 490 Wheeler Road, Suite 285, Hauppauge, NY 11788 ("Representative").

WHEREAS, Kornit has, develops and/or manufactures the Products (as defined below); and

WHEREAS, Kornit wishes to sell the Products non-exclusively through the Representative in accordance with the terms and conditions hereof; and

WHEREAS, Representative declares and represents that he has the requisite knowledge, know-how, connections and expertise necessary in order to market and distribute the Products in the Territory.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows.

1. DEFINITIONS

1.1 "Intellectual Property Rights" means any proprietary information of Kornit, including any ideas, whether or not patentable, inventions, discoveries, processes, works of authorship, marks, names, know-how, industrial designs and any and all rights in such materials on a worldwide basis, including any rights in patents, inventor's certificates, utility models, copyrights, moral rights, trade secrets, mask works, trade names and marks and other analogous rights and any updated, modification, improvements, combinations, enhancements and alterations thereto.

1.2 "Kornit" Kornit Digital Ltd. and any entity controlling, controlled by, or under common control with it, including any of its subsidiary. Control shall mean ownership of, or the right to acquire; (a) not less than fifty percent (50%) of the voting stock of a corporation, (b) the right to vote not less than fifty percent (50%) of the voting stock of a corporation, or (c) not less than fifty percent (50%) ownership interest in a partnership or other business entity.

1.3 "Kornit Products" means the Machines, ink and other digital printer consumables, accessories (non –consumables) and upgrade kits specified on Schedule A, as may be updated by Kornit at its sole discretion from time to time.

1.4 "Kornit T&C" means Kornit's terms and conditions, attached hereto as Schedule B, which cover Kornit's terms and conditions which cover the Product, in addition to any other agreement Customer has signed with either Kornit or the Representative with regards to such purchase of Products and/or Services. Representative will ensure that such T&C are brought to the attention and agreement of the Customers upon purchase of Products and will be an integral part of any such sale.

1.5 "Machine(s)" means all Kornit line of Direct to Garment products, and any future models or machines of Kornit as shall be determined by Kornit in its sole discretion.

1.6 "Minimum Sales Requirement" means the sales requirements set forth in Schedule C.

1.7 "Net Receipts" means Kornit's price for Products the payments for which were actually received by Kornit less any special set-offs, allowances, discounts, concessions, rebates and credits (for returns or otherwise), all of which may be granted by Kornit to Customers in Kornit's sole discretion.

1.8 "Price List" means Kornit's price list for the Products attached hereto as Schedule D, as may be updated by Kornit from time to time at its sole discretion. Kornit shall provide Representative a thirty (30) day prior notice of any such update.

1.9 "Territory" means the territory specified in Schedule E.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

2. APPOINTMENT; OWNERSHIP.

For the term of this Agreement and subject to the terms and conditions herein, Kornit hereby appoints Representative as: (i) its non-exclusive sales representative in the Territory and authorizes Representative to advertise and market and provide Product orders to Kornit and, subject to Kornit's explicit written authorization in advance on a case by case basis, solicit orders for the sale of Products outside the Territory;. For avoidance of doubt it is made clear that Kornit will be entitled to provide any services and/or support with regards to the Product as it sees fit, whether by itself or through others, in the Territory either exclusively or non exclusively. This appointment is personal to Representative and may not be assigned or transferred in any way, in whole or in part, nor may Representative appoint sub-representatives, except with the advance written permission of Kornit.

3. TERM; RENEWAL

The term of this Agreement will commence on the Effective Date and will continue for a period of three (3) years ("Initial Term"). Subject to Section 7 below and unless either party notifies that other party at least ninety (90) days in advance otherwise, after the expiration of the Initial Period and any renewal period, as the case may be, this Agreement shall be automatically renewed for additional periods of one (1) year each (each, a "Renewal Term"). For avoidance of doubt it is made clear that KORNIT may update Schedules A, C and D on a yearly basis, and once updated and provided to Representative, such schedules will become an integral part of this Agreement.

4. REPRESENTATIVE'S DUTIES AND GENERAL RESPONSIBILITIES

4.1 Representative will:

(i) exert best efforts to seek out and identify prospective customers, otherwise promote and obtain orders for the Products in the Territory and promptly and thoroughly follow up inquiries, leads and correspondence furnished to Representative by Kornit. Representative will achieve the Minimum Sales Requirement. ;

(ii) participate, present and display the Products, at the expense of Representative, each year in at least one exhibition in the Territory, if there is such an exhibition in the Territory in the field of textile or printing in such year. At Kornit request, the Products shall be also displayed in an international exhibition in the Territory in the field of textile or printing. If the Products shall be also displayed in an international exhibition outside the Territory, the costs related to the display of the Products in such exhibition shall be borne by both parties as shall be agreed between the parties on a case by case basis; each participation in an exhibition shall be coordinated with Kornit in advance.

(iii) Initiate and conduct promotional campaigns including without limitation advertising campaigns, and prepare and distribute catalogs and manuals in the English language(s), all of which shall be approved in advance by Kornit. The costs associated with such activities will be borne exclusively by Representative. All promotional materials used by Representative will, unless Kornit otherwise directs, contain the name of Kornit.

(iv) advise its Customers that warranty, according to the terms of the T&C, will be provided by Kornit and service and support services following such warranty period, can be separately purchased directly from Kornit. .

(v) provide to Kornit quarterly written reports on all of its marketing activities hereunder, including information regarding malfunctions, visits on Customers' sites, including, information relating to any products or services in the Territory competing with the Products to which the Representative is aware of and all other information which is likely to be of interest to Kornit in connection with the Products or the marketing of the Products in the Territory, including any information which may be reasonably requested by Kornit from time to time.

(vi) at least forty five (45) days prior to the end of any calendar year during the term hereof, provide Kornit with a written annual marketing plan which will describe in reasonable detail Representative's plans for the marketing, promotion and service of the Products in the Territory for the following year, including the personnel designated to perform the objectives of such annual marketing plan;

(vii) obtain, at Representative's cost and with Kornit's reasonable assistance (which will be provided upon request), all necessary governmental approvals, licenses, permits and consents in connection with the Representative's obligations hereunder.

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(viii) advise, receive the agreement of, and provide to every Customer purchasing a Product Kornit's T&C which cover the Products and the obligations and relationship between Kornit and Customer. Kornit shall have no further obligations or relationship with Customer other than as specifically stated in such T&C and all other relationships or claims to and from Customer shall be directed to and dealt with exclusively by Representative.

(ix) Cooperate with KORNIT's CRM requirements.

4.2 Minimum Sales Requirement. Representative shall comply with the Minimum Sales Requirements set forth in Schedule C.

5. KORNIT'S DUTIES

5.2 Delivery on Time. Kornit shall deliver the Products in accordance with the time schedules specified in orders confirmed by Kornit.

5.3 Assistance. Without derogating from Representative's obligations herein, Kornit shall use its best efforts to assist Representative in the preparation of marketing and exhibition materials as well as training Representative's sales employees, as it sees fit. Furthermore, Kornit shall provide Representative with prompt responses to any reasonable written query forwarded by Representative in connection with the Products.

6. COMMISSIONS; ORDERS

6.1 Sales Commission. Representative will be entitled to a commission in the amount set forth on Schedule A for the sale of Machines during the Term, provided that such sale (i.e. the execution of a definitive binding document between the Customer and Kornit for the sale of a Machine) is the result of Representative's direct efforts and assistance and substantive introduction of the Products to the specific Customer (i.e., meaningful and not merely formal or initial introduction along with active follow up, contact and liaison, including public relation) (the "Sales Commission"). If Kornit is not paid by the Customer, for any reason, then no Sales Commission is due to Representative.

6.2 Commissions Payment. Payment of the Sales Commission will be made as set forth in Schedule A.

6.3 Orders and Quotations. Representative will update Kornit in writing regarding sale price of Products to Customers before finalizing such sale. All orders for Products will be subject to acceptance by Kornit in writing and to such terms and conditions as may be agreed between Kornit and the Customer. Kornit reserves the right, in its sole and absolute discretion, to reject any order, decline to negotiate with any prospective Customer or impose additional or different terms and conditions with respect to any proposed sale. Kornit will not incur any liability to Representative by reason of such rejection, failure to negotiate or imposition of additional or different terms and conditions. Representative will have no right or claim against Kornit, for Commission or otherwise, by reason of Kornit's failure to complete a sale or otherwise perform pursuant to the terms of an order. The Commissions provided for under this Section 6 will constitute the total and exclusive compensation payable by Kornit to Representative hereunder.

7. TERMINATION; NON-EXCLUSIVE REMEDY; SURVIVAL; NO TERMINATION LIABILITY AND EFFECT OF TERMINATION

7.1 Termination. Each party will have the right to terminate this Agreement at any time if: (i) the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof, or (ii) if the other party is or becomes insolvent, or a party to any bankruptcy or receivership proceeding or any similar action affecting the financial condition of the party, or seeks to make a compromise, arrangement or assignment for the benefit of its creditors, or ceases doing business in the normal course for a period of at least sixty (60) days. Kornit may also terminate this Agreement immediately without notice or not renew this Agreement upon expiration of the Initial Period if Representative (i) has not met its yearly sales requirements as set forth in Schedule C, (ii) the parties do not agree on the Minimum Sales Requirement for the following Renewal Term, (iii) Representative breaches its undertaking under Section 9.3, and particularly sale consumables and spare parts and accessories for the Machines which were not provided to it by Kornit, and (iv) Representative fails to submit to Kornit on time or to comply with its annual marketing plan for the Products.

7.2 Non-Exclusive Remedy. Termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

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7.3 Survival. The rights and obligations of the parties contained in Sections 7, 8, 9, 10, 11, 12 and 13 will survive the termination of this Agreement.

7.4 No Termination Liability. Each party understands that the rights of termination hereunder are absolute. Neither party will incur any liability or compensation obligation whatsoever for any damage (including, without limitation, damage to or loss of goodwill or investment), loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expenses.

7.5 Effect of Termination. Upon the expiration or earlier termination of this Agreement, Representative will, within ten (10) days after such expiration or termination (i) advise Kornit by notice of all existing indications of interest by, and discussions with, potential Customers for Products, and (ii) provide Kornit or any third party designated by it for such purpose, a detailed list specifying any activities that were in process upon the expiration or termination of this Agreement, the status of any such activity and the status of payments due in connection with any such activity and/or agreement. Upon the expiration or earlier termination of this Agreement, Representative will also (i) immediately discontinue any use of the name, logotype, trademarks or slogans of Kornit and the trade names of any of the Products; (ii) immediately discontinue all representations or statements from which it might be inferred that any relationship exists between Kornit and Representative, and (iii) will cease to promote, solicit orders for or procure orders for Products (but will not act in any way to damage the reputation of Kornit or any Product). In addition, Representative will immediately return to Kornit at Representative's expense, all catalogues and literature of Kornit then in Representative's possession.

8. CONFIDENTIALITY

8.1 Definition. "Confidential Information" means: (i) the Products and all Intellectual Property Right therein; (ii) the terms and conditions of this Agreement; and (iii) any and all information and know-how of a private, secret or confidential nature, in whatever form, that relates to the business, financial condition, products or technical information of Kornit and Representative, their affiliates, customers, potential customers, suppliers or potential suppliers, provided or disclosed to the receiving party or which becomes known to the receiving party, whether or not marked or otherwise designated as "confidential", "proprietary" or with any other legend indicating its proprietary nature. Notwithstanding any failure to so identify disclosed information as Confidential Information, (a) information pertaining to the software Product and documentation including without limitation, the development status of the Product, the functionality of the Product, the appearance, content and flow of the software Product's user interface and the documentation will be deemed to be Confidential Information; and (b) any information disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential, including information viewed or learned by a party during a visit to the other party's facilities, will be deemed Confidential Information.

8.2 Exclusions. Notwithstanding the above, neither party will have liability to the other with regard to any Confidential Information of the other which the receiving party can prove: (i) was publicly known at the time it was disclosed or has become publicly known through no fault of the receiving party; (ii) was legally known to the receiving party, without restriction, at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) became known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or (v) disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party will provide prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. The exceptions will not permit the receiving party to disregard the obligations of confidentiality herein merely because individual portion(s) of the Confidential Information may be found within such exceptions, or because the Confidential Information is implicitly but not explicitly disclosed in information falling within such exceptions.

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8.3 Use and Disclosure Restrictions Each party will treat as confidential all Confidential Information of the other party, will not use such Confidential Information except as set forth herein, and will use reasonable efforts not to disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties will use at least the same degree of care that it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, but in no event will it use less than reasonable efforts. Each party will promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

9. INTELLECTUAL PROPERTY RIGHTS; NON COMPETE

9.1 Intellectual Property Ownership.

(i) All Intellectual Property Rights in or related to the Products and related documentation, and any related design and manufacturing, as well as any modification, adaptation or derivation thereof, are and will remain the exclusive property of Kornit and its licensors. Representative hereby irrevocably agrees not to assert against Kornit or its direct or indirect customers, assignees or sub-licensees, any claim of Intellectual Property Rights relating to the Products and/or the related documentation. Representative agrees that it will not reverse engineer, decompile or perform any similar type of operation on the Products, in any fashion or for any purpose whatsoever.

(ii) Kornit, in its sole discretion, will determine what steps, if any, are to be taken with respect to any infringement or unauthorized use of any Kornit Product, and any damages recovered will be payable firstly to Kornit, and then to Representative if the Representative was damaged as well and Kornit is fully compensated for its damages. In no event will Kornit be obligated hereunder to commence legal proceedings. Representative will not undertake any legal action or other steps of any kind to prevent or restrain any such infringement or unauthorized use or collect damages resulting there from without Kornit's advance written permission.

9.2 Notice of Infringement. Representative will promptly inform Kornit in reasonable detail of any alleged infringement of its Intellectual Property Rights in the Territory it is aware of and assist Kornit at its request in the enforcement of its rights.

9.3 Non-Compete; No Solicitation. During the term of this Agreement, and without KORNIT's prior written consent, Representative will not directly or indirectly: (a) purchase and/or sell consumables, spare parts and accessories for the Machines other than from/through Kornit (b) shall not interfere in any manner with the contractual or employment relationship between Kornit and any of its employees, consultants, suppliers or customers; or (c) provide any service and/or support services to the Product.

Representative acknowledges that the restricted periods of time and geographical area specified in subsection 9.3 above are reasonable, in view of the nature of the business in which Kornit is engaged and Representative's knowledge of Kornit's technology, business, products, and services. Notwithstanding anything contained hereunder to the contrary, if the time periods or the geographical area specified in subsection 9.3 should be determined to be unreasonable in any judicial proceeding, then the period of time and area of the restriction will be reduced so that this Agreement may be enforced in such area and during such period of time as will be determined to be reasonable by such judicial proceeding.

10. WARRANTY DISCLAIMER

KORNIT MAKES NO WARRANTIES TO REPRESENTATIVE WITH RESPECT TO THE PRODUCTS OR ANY SERVICES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIABILITY LIMITATION

KORNIT AND ITS THIRD PARTY SUPPLIERS WILL NOT BE LIABLE TO REPRESENTATIVE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT KORNIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, (I) FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST DATA, OR OR (II) FOR ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE COMMISSIONS PAID OR OWED BY KORNIT TO REPRESENTATIVE HEREUNDER DURING THE TWELVE (12) MONTH PERIOD THAT PRECEDES THE DATE THE CAUSE OF ACTION AROSE. THESE LIMITATIONS WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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12. INDEMNIFICATION

Representative will indemnify and hold harmless Kornit and Kornit's officers, directors, agents, and employees from and against any and all third party claims, actions, demands, losses, liabilities, damages, or expenses (including, without limitation, reasonable attorneys' fees, experts' fees, and other reasonable costs of litigation) brought against Kornit, arising out of or otherwise related to: (i) any breach of this Agreement by Representative; (ii) Representative's warranties or representations, whether express or implied, which were not authorized by Kornit or any additional liability assumed by Representative with respect to the Products in excess of that assumed by Kornit in this Agreement; or (iii) any misrepresentation, fraud, negligence or willful misconduct of Representative, or its employees, contractors, or agents, with respect to any prospective or existing Customer or other third party or in connection with Representative's performance under this Agreement. Kornit agrees to: (a) promptly notify Representative in writing of any such action or claim; and (b) provide Representative with all assistance, information and authority required for the defense and settlement of the action or claim. Representative will not be responsible for any settlement made without Representative's prior written consent, not to be unreasonably withheld, and Representative will have no right to bind Kornit or admit liability by Kornit in any claim, or settlement thereof, without Kornit's prior written consent, not to be unreasonably withheld. Representative will have the option in its sole discretion to assume the defense of any such action or claim. If Representative does not assume the defense within ten (10) days after Kornit's notice to Representative of any third party action or claim, then Kornit may undertake the defense of such third party action or claim at Representative's expense.

13. MISCELLANEOUS PROVISIONS

13.1 Assignment. This Agreement may not be assigned, by operation of law or otherwise, by Representative without the prior written consent of Kornit. Any purported assignment is null and void. Kornit may assign or transfer this Agreement without Representative's consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.2 Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties duly authorized representatives. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

13.3 Governing Law; Forum. This Agreement will be governed by the laws of the State of New York, without reference to conflict of laws principles. The sole jurisdiction and venue for actions related to the subject matter of this Agreement will be in the competent courts of New York, New York. Both parties consent to the jurisdiction of such courts with respect to any such actions.

13.4 Notices. All notices, demands or consents required or permitted under this Agreement will be in writing. Notice will be considered effective on the earlier of actual receipt or: (i) the day following transmission if sent by facsimile followed by written confirmation; (ii) one (1) day (two (2) days for international addresses) after posting when sent via an express commercial courier; or (iii) five (5) days after posting when sent via certified mail. Notice will be sent to the address for each party set forth on the first page of this Agreement, or at such other address as will be given by either party to the other in writing. Notices to Kornit will be addressed to the attention of: Chief Financial Officer.

13.5 Independent Contractors. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

13.6 No Conflicts. Representative represents and warrants that neither this Agreement (or any provision hereof) nor the performance of or exercise of rights by Representative under this Agreement, is restricted by, contrary to, or in conflict with any other agreement to which Representative may be a party.

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13.7 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

13.8 Force Majeure. Neither party will be liable to the other party for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

13.9 Entire Agreement; Headings. This Agreement, including all Schedules and referenced documents, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Section headings are for convenience only and will not affect their interpretation.

13.10 Expenses. Except as otherwise expressly set forth herein, each party will bear its own costs and expenses incurred in connection with its activities under this Agreement

By signing below, the parties agree to be bound by the terms and conditions of this Agreement. Any executed copy of this Agreement made by reliable means (e.g. photocopy or facsimile) is considered an original.

Representative:

Kornit:

By: /s/ Paul E. Gallagher

By: /s/ Paul Borucki

Name: Paul E. Gallagher

Name: Paul Borucki

Title: CEO

Title: Managing Director

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SCHEDULE A

SALES COMMISSIONS

Products & Commissions.

<u>Product</u>	<u>Sales Commission</u>	<u>Remarks</u>
Machinery	[***]% of Net Proceeds	Subject to schedule C
Ink	[***]% of Net Proceeds	
Consumables; spare parts (post Warranty Period)	[***]% of Net Proceeds	
Accessories (non consumables) and upgrade Kits	[***]% of Net Proceeds	

Kornit will periodically publish its price list detailing the price for its end users (list price). The Representative will update Kornit in writing regarding the final sale price of the Product to Customer.

2. Commissions Payment.

2.1 Sales Commission.

The sales commission will be deducted from the selling price in accordance with the above commission schedule A and the balance of the funds will be transferred to Kornit Digital North America, Inc.

If a situation arises where machinery or supplies are sold directly to a customer that is within a Representative territory and the Representative is entitled to a commission Kornit shall pay Representative its Sales Commission thirty (30) days from receipt of full purchase price of the Machine against issuance of an applicable invoice.

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SCHEDULE B T&C

Product Use Terms and Conditions

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS PURCHASING, LICENSING AND/OR USING THE RELATED PRODUCTS, ADDITIONAL FEATURES OR PARTS SOFTWARE OR SERVICES INDICATES AGREEMENT WITH, AND ACCEPTANCE OF THESE TERMS.

THESE ARE THE CURRENT TERMS AND CONDITIONS OF USE ("AGREEMENT") OF KORNIT DIGITAL NORTH AMERICA ("KORNIT"), WHICH APPLY TO ANY PURCHASE OF KORNIT PRODUCTS, ADDITIONAL FEATURES OR PARTS, LICENSES OF ACCOMPANYING SOFTWARE AND/OR PROVISION OF SERVICES INCLUDING ANY DOCUMENTATION THEREIN OR ATTACHED THERETO ("PRODUCTS") AND GOVERN YOUR, ON BEHALF OF YOURSELF AS AN INDIVIDUAL, YOUR EMPLOYER, OR ANYONE YOU ACTING ON BEHALF OF INCLUDING ANY COMPANY OR OTHER LEGAL ENTITY ("PURCHASER") RIGHTS OF USE OF ANY SUCH PRODUCTS, WHETHER PURCHASED DIRECTLY FROM KORNIT IN AN ORDER FORM OR PURCHASE AGREEMENT OR THROUGH AN APPROVED THIRD PARTY REPRESENTATIVE OF KORNIT (THE "PRODUCTS").

BY EXECUTING AN ORDER FORM (EITHER DIRECTLY FROM KORNIT OR THROUGH ONE OF KORNIT'S REPRESENTATIVES), PURCHASER AGREES TO THE TERMS OF THIS AGREEMENT. IF PURCHASER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, PURCHASER REPRESENT THAT PURCHASER HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IF PURCHASER DOES NOT HAVE SUCH AUTHORITY, OR IF PURCHASER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, PURCHASER MUST NOT MAKE ANY USE OF ANY OF THE PRODUCTS.

This Agreement is effective between Purchaser and KORNIT as of the date of Purchaser purchasing any such KORNIT Products and is an integral part of any purchase agreement or Order Form.

1. DEFINITIONS

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means the ordering documents for purchase of Products, including addenda thereto, that are entered into between Purchaser, either directly with KORNIT or with any of KORNIT's approved representatives. Order Forms shall be deemed as incorporating the terms of this Agreement as an integral part of such Order Form. In case an Order Form is signed with a representative of KORNIT, KORNIT's sole liability and obligation to Purchaser shall be as set forth in this Agreement or any other specific agreement signed directly with KORNIT and it shall have no other liability or obligation to Purchaser under such Order Form not signed with KORNIT.

"**Services**" means Services that Purchaser purchases or is entitled to receive as part of the Product purchase. Such Services can be received from either KORNIT or KORNIT's approved representative, as agreed between the Parties. In case Purchaser Services are to be received from a representative of KORNIT, KORNIT's sole liability and obligation to Purchaser shall be as set forth in this Agreement or any other specific agreement signed directly with KORNIT and it shall have no other liability or obligation to Purchaser for such Services not signed with KORNIT.

"**General Use Data**" means operational and technical information only that is received through a remote support system. Such operational and technical information is required for monitoring and improving performance and efficiency, as well as for solving operational issues and maintenance. It will include productivity, utilization, ink consumption, maintenance profiles, errors and malfunctions. The system will not pull sensitive or private information and will not share with any other third party company.

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2. THIRD-PARTY PROVIDERS AND AUTHORIZED REPRESENTATIVES

We may offer Products and/or Services for such Products under Order Forms or other purchase or service agreements signed directly with KORNIT or through any of our approved representatives. Any acquisition by Purchaser of third-party products or services, including but not limited to Products, transportation, insurance, training, maintenance services, implementation, installation, support, customization, and other Services, and any exchange of data between Purchaser and any third-party provider/approved representative, is solely between Purchaser and the applicable third-party provider/approved representative, according to the specific terms signed between Purchaser and third-party provider/approved representative. KORNIT does not warrant or support third-party products or services, including Products purchased through KORNIT approved representatives, whether or not they are designated by KORNIT as "certified" or otherwise, except as specified herein or in an Order Form, purchase agreement or service agreement signed directly with KORNIT. In those cases, all such warranties, support and services not specifically detailed in this Agreement will be received directly from such third party provider/approved representative.

3. GENERAL USE DATA

3.1 Purchaser hereby confirms that it are aware that the Software within the Products shall include the ability to collect and store General Use Data. Unless un-enabled by Purchaser, Purchaser acknowledges that KORNIT may directly or through its allowed representatives access and retrieve General Use Data from such Products through wireless connections or direct access to the Products. The Products shall allow Purchaser to restrict such access by restricting the enabling of access to such General Use Data.

3.2 Ownership of General Use Data. As between KORNIT and Purchaser, Purchaser exclusively owns all rights, title and interest in and to all of General Use Data.

3.3 KORNIT shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use the General Use Data including to incorporate any outcomes learned from such General Use Data or incorporate into the Products, Services of KORNIT's business any suggestions, enhancement requests, recommendations or other feedback provided by Purchaser or resulting from the General Use Data. All such enhancements, modification, improvements and/or new inventions or ideas, other than the General Use Data itself, shall be fully owned by KORNIT and Purchaser hereby waive any rights to such matters. Should KORNIT develop any Product of Service enhancements based on the studying of such General Use Data or otherwise, such Product and/or Service enhancements may be offered to Purchaser in the future in order to enhance and expand the use ability and features of the Products.

4. RISK, TITLE AND PROPRIETARY RIGHTS

4.1 The Products shall remain the property of KORNIT unless and until KORNIT receives all payments due for the goods; provided, however, that the Purchaser shall be entitled to use the Products in Purchaser's ordinary course of business before such full payment. Before KORNIT has received full payment, Purchaser shall not sell, lease or otherwise dispose of the Products, shall take proper care of the Products, and shall keep them at the initial installation site free and clear of liens, pledges, security interests and rights of others whatsoever. Purchaser shall keep the Products in good working order and insured against all risks of loss or damage for KORNIT and shall inform the landlords of the site that KORNIT is the owner of the Products. KORNIT shall have the right to repossess, access, reclaim possession and/or re-sell the Products until KORNIT has received all payments therefor. Purchaser agrees to comply with any local formality which may be required in order to register or enforce KORNIT's retention of property as provided herein. Even upon transfer of title in the Products, Purchaser shall undertake to comply with all restrictions set forth herein with regards to the Products, including specifically in section 5.4 hereafter.

4.2 Notwithstanding the above, KORNIT owns and/or reserves all rights, title and interest to all intellectual property including the ideas, concepts, techniques, inventions, technologies, processes, methodologies, patents, and rights in and to the Products and to any software, programs (and all images, photographs, animations, video, audio, music and text incorporated into the Products) (the "Software"), trademarks, copyrights and trade names relating to and in the Products and their creation and all modifications, improvements or changes therein or thereto (all jointly, including the Software, "**KORNIT Intellectual Property Rights**"). In addition and without derogating from anything of the contrary, Purchaser acknowledge and agree that the program code, technical documentation, specifications, instructions, structure, sequence and organization of the Software, including the Software itself are a valuable proprietary right of KORNIT. Purchaser acknowledge and agree that the Software is licensed and not sold to Purchaser and that all ownership of, and title to, the Software and documentation and all subsequent copies thereof regardless of the form or media are held by KORNIT. Purchaser never acquire title to KORNIT's Intellectual Property Rights or Software.

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5. SOFTWARE LICENSE

5.1 KORNIT grants Purchaser a nonexclusive, nontransferable, revocable and limited license to use the accompanying Software program(s) in executable form and accompanying documentation (the "Documentation"), subject to the terms and restrictions set forth in this Agreement for its own internal purposes and solely in conjunction with the use of the Products to which it relates. Purchaser acknowledges that the Software may also be subject to additional terms and conditions set forth in executable or electronic license agreements, which shall control and govern all such licensed Software. All rights not expressly granted herein or therein are reserved to KORNIT. Purchaser is not permitted to directly or indirectly, modify, enhance, adapt, translate, make improvements, create derivative works of, disassemble, decompile, reverse engineer, reduce to any human or machine perceivable form, or circumvent any technological measures that control access to or permit derivation of the source code of the Software or any part thereof; copy, sell, assign, lease, rent, transfer, assign, distribute or sublicense the Software or Documentation or to use the Software or Documentation in a time-sharing arrangement or in any other unauthorized manner nor permit any other party to do any of the foregoing, or make use of the Software as a stand alone, including in any way which is not an integral built in part of the Products. Further, no license is granted to Purchaser in the human readable code of the Software (source code). This Agreement does not grant Purchaser any rights to patents, copyrights, trade secrets, trademarks, KORNIT's Intellectual Property Rights or any other rights with respect to the Software or Documentation other than those specifically stated herein.

5.2 Until the Products are paid for in full, Purchaser shall be provided the Software code required to operate the Products, provided, Purchaser is not in default of its obligations hereunder. KORNIT or anyone on its behalf is not obligated to provide Purchaser with the Software code if Purchaser is in default of any of Purchaser obligations, including payment obligations. Upon full payment, Purchaser shall be provided with a permanent Software code.

5.3 Subject to the restrictions set forth herein, the Software is licensed to be used on one Product purchased by Purchaser or leased to Purchaser, for Purchaser internal use.

6. USE RESTRICTIONS.

Notwithstanding anything to the contrary, Purchaser shall not (i) permit any third party to access the Software except as permitted herein; (ii) create derivative works based on the Products and/or the Software; (iii) copy, frame or mirror any part or content of the Products and/or Software, other than copying or framing on Purchaser own intranets or otherwise for Purchaser own internal business purposes; (iv) reverse engineer the Products and/or Software, or any compositions made using the Products; (v) access the Software and/or Products in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Products and/or Software; (vi) change, distort or delete any patent, copyright or other proprietary notice which appear on or in the Product (or in the Software); or (vii) operate or make use of the Products in any way that may violate any applicable law or regulation or take or permit any other action that may impair KORNIT's rights or damage the image or reputation of quality inherent in the Products, KORNIT's business, reputation, KORNIT's Intellectual Property or other valuable assets or rights. In the event Purchaser rents, leases, sells or otherwise transfers the Products to a third party, Purchaser agrees that it will require such third party to be bound by Section 3 (General Data Use), Section 4 (Title and Proprietary Rights), Section 5 (Software) and Section 6 (Use Restrictions) hereof as a condition of such sale, rental, lease or other transfer.

7. CONFIDENTIALITY

Purchaser shall keep confidential the terms and conditions, including the commercial terms, at which Products, Services or consumables are sold, any information, drawings, designs or manual received from KORNIT or anyone on its behalf in connection with the Products and either marked as "confidential" or "proprietary" or which should reasonably be deemed as such, and shall not disclose such information to a third-party, except as required by law, provided, that Purchaser give KORNIT prompt notice thereof so that KORNIT may seek a protective order or other appropriate remedy, and further provided, that if the same is not obtained, Purchaser shall furnish only that portion of the information which is legally required.

8. WARRANTIES AND DISCLAIMERS

8.1. KORNIT Warranties. KORNIT warrants that for a period of twelve (12) months from the actual date of installation of the Products (unless otherwise defined in the Order Form when purchased directly from KORNIT) (the "Warranty Period"), each component thereof shall substantially meet the KORNIT specifications, although KORNIT does not warrant uninterrupted or error-free operation. During the Warranty Period, KORNIT shall repair or replace, at KORNIT's option, any component found to contain defects in materials or workmanship with new or refurbished parts. Repairs or replacements of parts under warranty shall be at KORNIT's expense, except that KORNIT shall charge the Purchaser for any expenses and travel costs incurred in connection therewith. The Purchaser undertakes to return to KORNIT any replaced component, within thirty (30) days from the replacement thereof, and KORNIT will be entitled to invoice the Purchaser for components not returned pursuant to the foregoing terms.

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8.2 KORNIT's obligations hereunder shall not apply to maintenance, repair or replacement necessitated in whole or in part by: (i) catastrophe, fault or negligence of the Purchaser; (ii) improper or unauthorized use such as without limitation, use of improper or non-conforming thinner, solvents, inks or other consumables, alteration, modification; (iii) installation, modification or repair other than by KORNIT or its authorized technical representatives; or (iv) deviation from recommended maintenance procedures, removal of the Products from the original installation site, unusual stress, power failure or failure to maintain the prescribed environmental conditions at the installation site.

8.3 All warranties applicable to the Software are as stated in the product manual or in the Software itself, whether in paper or electronic form, accompanying the Software. Except as expressly stated therein, the Software is licensed to Purchaser "as is," without warranty of any kind and KORNIT disclaim all warranties, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, title, and noninfringement of third-party rights.

8.4 Following the Warranty Period, Purchaser shall be entitled to purchase additional service and support according to terms to be agreed on between Purchaser and Kornit in a separate agreement.

8.5 Specifications. KORNIT reserves the right to modify the specifications of the Products and Software, provided, that any such modification shall not adversely affect the performance thereof.

8.6 Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code.

8.7. Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 8.1 ABOVE, KORNIT MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PRODUCTS, SOFTWARE AND/OR SERVICES, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES INCLUDING WITHOUT LIMITATION ANY EXPRESS, STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER UNDERSTAND AND AGREE THAT ALL WARRANTIES IMPLIED BY APPLICABLE LAWS ARE EXCLUDED FROM THIS SALE AND LICENSE. PURCHASER ASSUME ALL RISKS, IF ANY, INCLUDING RISKS OF INJURY, LOSS OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, OR INDIRECT, ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THE PRODUCTS AND/OR SOFTWARE. KORNIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOSS OF USE) RELATING TO OR ARISING HEREUNDER, HOWEVER CAUSED, AND WHETHER BASED ON CONTRACT, TORT, EQUITY OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, EVEN IF KORNIT WAS NOTIFIED OR OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. THE REMEDIES PROVIDED HEREIN, IF ANY, ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES. KORNIT'S MAXIMUM LIABILITY FOR DAMAGES HEREUNDER SHALL BE LIMITED TO THE CONSIDERATION PAID TO KORNIT FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO A CLAIM AGAINST KORNIT.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by KORNIT. KORNIT shall defend Purchaser against any claim, demand, suit, or proceeding (" **Claim**") made or brought against Purchaser by a third party alleging that the use of the Products as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Purchaser for any damages finally awarded against, and for reasonable attorney's fees incurred by Purchaser in connection with any such Claim; provided, that Purchaser (a) promptly gives KORNIT written notice of the Claim; (b) gives KORNIT sole control of the defense and settlement of the Claim; and (c) provides to Kornit all reasonable assistance, at KORNIT expense. KORNIT may, at its sole option and expense, procure for Purchaser the right to continue using the Products and/or Software; replace or modify any component so that the Products and/or Software are rendered non-infringing; or refund the price actually paid by Purchaser after deducting therefrom twenty percent (20%) for each year or portion thereof that shall have elapsed from the date of the purchase. Notwithstanding the above, KORNIT shall have no obligation or liability hereunder with respect to a suit or claim based on the use of the Products in a manner for which it was not designed, for any changes, modification or amendments made by anyone other than Kornit itself or for any Claim arising due to the use of the Products in combination with any other software, product or means, where without such use, the Product itself would not be regarded to as infringing.

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9.1 Indemnification by Purchaser. Purchaser shall defend KORNIT against any Claim made or brought against KORNIT by a third party alleging that Purchaser's use of the Products (and not the Products themselves as covered by Section 9.1 above), including in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify KORNIT for any damages finally awarded against, and for reasonable attorney's fees incurred by, KORNIT in connection with any such Claim; provided, that KORNIT (a) promptly gives Purchaser written notice of the Claim; (b) give Purchaser sole control of the defense and settlement of the Claim (provided that Purchaser may not settle any Claim before receipt of prior written approval from KORNIT to such settlement); and (c) provide to Purchaser all reasonable assistance, at Purchaser expense.

9.2. Exclusive Remedy. This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

10. LIMITATION OF LIABILITY

10.1 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY PURCHASER HEREUNDER.

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERMINATION

11.1 Termination of Agreement. The rights granted hereunder are perpetual unless terminated earlier as specified hereafter KORNIT reserves the right to terminate and revoke this Agreement and terminate its relationship with Purchaser at any time following Purchaser's breach of any of the terms herein, and such termination shall be effective immediately upon such written notice to Purchaser. Upon such termination, Purchaser shall immediately cease any use of the Software, including that embedded within the Products, delete or destroy all copies in its possession.

11.2 Surviving Provisions. 2(Third Party Providers), 3(General Use of Data), 4 (Risk, Title and Proprietary Rights), 6 (Use Restrictions), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 12 (General Provisions) and any other clauses which by their nature should survive termination, shall survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1 Force Majeure. KORNIT shall not be liable for any delay or failure in the performance of its obligations, when such delay or failure results in whole or in part from shortages or disruption in the supply of materials from KORNIT's usual sources, shortage of KORNIT's usual means of transport, floods, fire, other acts of God or due to criminal intention, war, riot, civil insurrection, strikes, lock-outs, industrial unrest, accident, inclement weather, acts of civil or military authorities, or circumstances beyond KORNIT's reasonable control, preventing, delaying or hindering performance.

12.2 Notices. Any notice shall be in writing and shall be deemed to have been duly given five (5) business days after being mailed by prepaid registered air mail, or one (1) business day after being transmitted by fax or email as confirmed by an electronically printed confirmation of date and time, or manually delivered, addressed to the respectively applicable addresses of the Customer and KORNIT.

12.3. Governing Law; Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Israel, without regard to the conflict of laws rules. The Customer agrees that the United Nations Convention for the Sale of Goods shall not apply to this Agreement and the goods sold under the Order. Any controversy or claim arising under, out of, or in connection with the terms hereunder are hereby submitted to the sole and exclusive jurisdiction of the competent courts located in Tel Aviv, Israel.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

12.4 Provisions Separable. If one or more provisions of this Agreement shall be held invalid, this shall not affect the validity of the other provisions. In such an event, the invalid provisions shall be replaced by provisions that deviate therefrom as little as possible.

12.5 Waiver and Amendment. This Agreement may be amended, modified, superseded, canceled, renewed, extended or waived only in written instrument signed by KORNIT's Managing Director. The waiver by KORNIT of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach.

12.6 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Purchaser shall not permit Users to access or use Products in violation of any U.S. export embargo, prohibition or restriction.

12.7 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.9 Assignment. Purchaser may not assign any of Purchaser's rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of KORNIT.

12.10 Entire Agreement. This Agreement, including all exhibits and addenda hereto, and purchase agreement or any and all Order Forms it is an integral part of, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any purchase agreement, exhibit or addendum hereto or any Order Form, the terms of this Agreement shall prevail.

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SCHEDULE C

Yearly Sales Requirements

The minimum yearly sales requirement for the territories mentioned in Schedule E is:

1. Machine sales of \$[***].00 in US Funds
2. Inks and Consumables sales of \$[***].00 in US Funds

Projected Sales Plan* – 2014 (units):

System	Q1	Q2	Q3	Q4	Total
Breeze	[***]	[***]	[***]	[***]	[***]
Thunder	[***]	[***]			[***]
Paradigm		[***]	[***]	[***]	[***]
Storm II	[***]	[***]	[***]	[***]	[***]
Avalanche	[***]	[***]	[***]	[***]	[***]
Avalanche DC		[***]			[***]
Avalanche 1000	[***]	[***]	[***]		[***]
Avalanche Hexa			[***]	[***]	[***]
TOTAL 2014	[***]	[***]	[***]	[***]	[***]

This projected sales plan is based on a projection and the exact number of machines may vary from this plan. The yearly sales requirement listed above is the goal on which Hirsch will be measured as meeting their target.

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SCHEDULE D

Recommended Price List

<u>Product</u>	<u>List Price (\$)</u>
Kornit Breeze	[\$***].00
Kornit Thunder	[\$***].00
Kornit Paradigm II	[\$***].00
Kornit Storm II	[\$***].00
Kornit Avalanche	[\$***].00
Kornit Avalanche DC Pro	[\$***].00
Kornit Avalanche 1000	[\$***].00
Kornit Avalanche Hexa	[\$***].00
Ink White 150 ML	[\$***].00 per bottle
Ink CMYK 150 ML	[\$***].00 per bottle
Ink White 1.5 Liter	[\$***].00 per bottle
Ink CMYK 1.5 Liter	[\$***].00 per bottle
Ink Red / Green 1.5 Liter	[\$***].00 per bottle
Ink Discharge 1.5 Liter	[\$***].00 per bottle
Fixation 1 Gallon	[\$***].00 per gallon
Consumables; spare parts (post Warranty Period)	According to the Uptime kit
Accessories (non consumables) and upgrade Kits	According to the Uptime kit

The terms of sale are on the following payment schedule:

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10% due with purchase order, 55% due prior to shipping and 35% due upon completion of installation unless otherwise determined in the price quotation.

* Prices do not include VAT.

* Prices are subject to changes

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SCHEDULE E
TERRITORY

“Territory” shall mean the following territories:

Washington, Oregon, California, Arizona, Main, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, Pennsylvania, Michigan, Indiana, Ohio, Kentucky, West Virginia, Virginia, New Jersey, Delaware, Maryland, Tennessee, North Carolina, South Carolina, Mississippi, Alabama, Georgia, Florida and including the Canadian provinces of Ontario, Quebec, Newfoundland, New Brunswick, Nova Scotia

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**SPECTRA PRINTING
OEM SUPPLY AGREEMENT**

“THIS OEM SUPPLY AGREEMENT (“Agreement”) is made and entered into as of this 6th day of January, 2006 (“Effective Date”) by and between SPECTRA PRINTING, a division of DIMATIX, INC. (“Spectra”), having a place of business at 109 Etna Road, Lebanon, New Hampshire 03766-1422, a corporation organized under the laws of the State of Delaware, U.S.A., and Kornit Digital Ltd. (“Kornit”), also referred to as “Customer” in the Schedules to this Agreement), having a place of business at 5 David Navon Street, POB 8406, Moshav Magshimim 56910, Israel and organized under the laws of Israel, collectively the “Parties”.

WHEREAS Kornit wishes to procure certain Spectra Products for integration with Kornit Product.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 “Affiliate” means any corporation, partnership, association, or other entity with respect to which a party, directly or indirectly through a subsidiary, has not less than a majority beneficial ownership, but only if that corporation, partnership, association, or other entity expressly agrees in writing to be bound by this Agreement, and only while that ownership relationship exists.
- 1.2 “Kornit Product” means a digital printer, printing system or Print Engine, designed, manufactured or marketed by or on behalf of Kornit, on a retail, distribution or OEM sales basis, which incorporates one or more Printhead(s) that have been purchased from Spectra.
- 1.3 “Certified Ink” means an Ink which has achieved certain standards and test results in accordance with the then current procedures defined by Spectra.
- 1.4 “Hardware” means Printheads, printing assemblies and other ink jet devices supplied by Spectra to Kornit.
- 1.5 “Ink” means printing inks and other materials, which are jetted by Printheads.
- 1.6 “Print Engine” means a device comprised of: (i) components for moving and controlling the movement of the Printhead and print media, paper path, and ink supply components (collectively, the “Mechanism”); (ii) a Printhead; and (iii) a power supply, and covers.
- 1.7 “Printhead” means a piezoelectric device with multiple jets that eject droplets of Ink on demand.
- 1.8 “Products” means Hardware and Spectra Ink supplied by Spectra to Kornit.

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1.9 “Reserved Markets” means those fields and/or applications defined in Schedule 3.

1.10 “Spectra Ink” means Ink manufactured by or on behalf of Spectra.

1.11 “Term” means the period beginning on the Effective Date and ending on the date on which this Agreement terminates under Section 6,

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**SPECTRA PRINTING
OEM SUPPLY AGREEMENT**

THIS OEM SUPPLY AGREEMENT (“Agreement”) is made and entered into as of this 6th day of January, 2005 (“Effective Date”) by and between SPECTRA PRINTING, a division of DIMATIX, INC. (“Spectra”), having a place of business at 109 Etna Road, Lebanon, New Hampshire 03766-1422, a corporation organized under the laws of the State of Delaware, U.S.A., and Kornit Digital Ltd. (“Kornit”), also referred to as “Customer” in the Schedules to this Agreement), having a place of business at 5 David Navon Street, POB 8406, Moshav Magshimim 56910, Israel and organized under the laws of Israel, collectively the “Parties”.

WHEREAS Kornit wishes to procure certain Spectra Products for integration with Kornit Product.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

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- 1.2 “Kornit Product” means a digital printer, printing system or Print Engine, designed, manufactured or marketed by or on behalf of Kornit, on a retail, distribution or OEM sales basis, which incorporates one or more Printhead(s) that have been purchased from Spectra.
- 1.3 “Certified Ink” means an Ink which has achieved certain standards and test results in accordance with the then current procedures defined by Spectra.
- 1.4 “Hardware” means Printheads, printing assemblies and other ink jet devices supplied by Spectra to Kornit.
- 1.5 “Ink” means printing inks and other materials, which are jetted by Printheads.
- 1.6 “Print Engine” means a device comprised of: (i) components for moving and controlling the movement of the Printhead and print media, paper path, and ink supply components (collectively, the “Mechanism”); (ii) a Printhead; and (iii) a power supply and covers.
- 1.7 “Printhead” means a piezoelectric device with multiple jets that eject droplets of Ink on demand.
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- 1.10 “Spectra Ink” means Ink manufactured by or on behalf of Spectra.
- 1.11 “Term” means the period beginning on the Effective Date and ending on the date on which this Agreement terminates under Section 6.

2. **PRODUCT SUPPLY**

- 2.1 Kornit and Spectra agree that all Spectra Products will be supplied by Spectra to Kornit in accordance with the terms and conditions of this Agreement, including the Schedules.
- 2.2 Schedule 1 sets forth the basic terms and conditions of sale for Spectra Products. In connection with the warranty terms in this Schedule 1:
- 2.2.1 NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. SPECTRA [***]. DETERMINATION OF THE SUITABILITY OF THE PRODUCTS DESCRIBED ON THE FACE HEREOF: IS THE SOLE RESPONSIBILITY OF KORNIT AND SPECTRA SHALL HAVE NO RESPONSIBILITY IN CONNECTION THEREWITH. KORNIT WARRANTS THAT KORNIT IS NOT: PURCHASING THE PRODUCTS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. THE REMEDIES PROVIDED HEREIN ARE KORNIT’S SOLE AND EXCLUSIVE REMEDIES. SPECTRA SHALL NOT BE LIABLE FOR [***].
- 2.3 Schedule 2 sets forth the prices and any related special terms for Spectra Products. New or additional Spectra Products will be automatically incorporated into Schedule 2 by means of Kornit delivering a purchase order to Spectra and by Spectra’s acknowledgement and acceptance of (including any changes to) said purchase order.
- 2.4 Kornit will pay to Spectra the royalties set forth in Schedule 2, subject to the terms and conditions thereof. Kornit will provide Spectra with a written report, no later than [***] following the end of [***], describing for such [***] amount, type and price of all Ink sold, leased or otherwise disposed of, for use with Kornit Product during such period, together with a detailed royalty calculation sufficient to establish a statement of royalties due if any such royalties are due. Kornit will pay any royalties due together with such report. Spectra shall have the right to have the books and records of Kornit audited [***] to verify the correctness of royalty reports. If any such audit discloses an underpayment of royalties, Kornit will pay the shortfall immediately upon notice. If such shortfall exceeds [***]% of the royalties due, Kornit shall reimburse Spectra for the costs of the audit.

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3. DISTRIBUTION RIGHTS

- 3.1 Kornit may sell, lease and use Spectra Products and components thereof for Kornit Products, including, without limitation, worldwide marketing to any end user or re-marketer; provided however, that:
- (i) Kornit's distribution rights exclude Reserved Markets;
 - (ii) Kornit may only resell Printheads as integral components of Kornit Products, or as spare or replacement parts for Kornit Products; and
 - (iii) Kornit may not knowingly sell Spectra Ink or a Certified Ink for use other than in conjunction with Kornit Products.

To maintain the non-exclusive rights under this Section 3.1, Kornit must fulfill its obligations under Section 2.4 at all times.

- 3.2 To the extent Kornit may directly or indirectly market Kornit Products, Spectra Products, or other items under this Agreement, Kornit may do so under any present or future Kornit or Affiliate trademark or product designation. Kornit shall refer to any product so designated, in all Kornit sales proposals, advertising literature, and otherwise, as a Kornit or Affiliate product. Kornit may ship those products in containers bearing the Kornit or Affiliate logo, class and serial number of the product, and all other information or markings desired by Kornit or required by law; provided, however, that Kornit further agrees to affix or cease to affix, upon Spectra's written request, a logo or identifier supplied by Spectra containing the words "Spectra Jet Powered™" in a mutually agreed upon location on such Kornit Products.

4. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 4.1 In connection with the supply of Spectra Products, [***] and other activities that may be contemplated hereunder, the Parties may share their respective Confidential Information on a voluntary basis to facilitate the success and rapid time to market of Kornit Products. In order to foster a constructive and solution-oriented environment, the Parties agree to define and handle Confidential Information disclosures from and after the Effective Date and intellectual property rights in accordance with Schedule 4.
- 4.2 The Parties agree that any agreement between them in effect as of the Effective Date covering Confidential Information will remain in full force and effect, but shall only cover disclosures made prior to the Effective Date.

5. [*]**

- 5.1 [***]

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6. TERM AND TERMINATION

- 6.1 This Agreement is effective on and after the Effective Date and shall expire 7 (seven) years after the Effective Date, unless earlier terminated pursuant to Section 6.2 below. The term will be extended by one year on each anniversary of the Effective Date unless either party notifies 90 (ninety) days prior to the anniversary of the Effective Date that it does not wish the extension to take effect.
- 6.2 This Agreement may be terminated prior to its expiration if any of the following occur:
- 6.2.1 Spectra and Kornit may at any time agree in writing to terminate this Agreement.
- 6.2.2 If Kornit fails without cause to pay Spectra any amount due Spectra, Spectra may terminate this Agreement if Kornit does not cure that failure within 30 (thirty) days after Kornit receives a written notice from Spectra stating the facts on which Spectra based its determination that such a failure occurred.
- 6.2.3 If either party breaches a material obligation of this Agreement, and such breach is not cured within 90 (ninety) days after receipt of the notice from the non-breaching party, the non-breaching party may terminate this Agreement.
- 6.3 All financial obligations which had accrued but which were unpaid as of the effective date of termination shall survive termination. All financial obligations, which would have accrued after the effective date of termination shall terminate. All then-outstanding forecasts and purchase orders shall terminate without liability or consequence to either party as of the effective date of termination. All licenses granted hereunder shall survive termination, provided that Kornit continues to report and pay royalties required under Section 2.4.

7. MISCELLANEOUS

- 7.1 The Parties agree to handle disputes in connection with this Agreement in accordance with Schedule 5.
- 7.2 Spectra and Kornit are contractors independent of one another. Nothing in this Agreement is intended to or shall constitute either party as an agent, legal representative, partner, joint venture, franchisee, employee, or servant of the other for any purpose. Neither party shall make any contract, agreement, warranty, or representation on behalf of the other party, or incur any debt or other obligation in the other party's name, or act in any manner which has the effect of making that party the apparent agent of the other; and neither party shall assume liability for, or be deemed liable as a result of, any such action by the other party. Neither party shall be liable by reason of any act or omission of the other party in the conduct of its business or for any resulting claim or judgment, including without limitation those arising from oral or written statements the other party makes in connection with its marketing efforts (other than statements made in reliance on written information which the first party furnishes to the other party).

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- 7.3 [***] Any assignment under this Section 7.3 will not relieve the assigning party of its outstanding financial obligations, if any, incurred before the assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 7.4 A waiver of a default of any term of this Agreement shall not be construed as a waiver of any later default of that provision or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
- 7.5 Each term of this Agreement is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is invalid or unenforceable under applicable law, that determination shall not affect the other terms of this Agreement, which other terms shall continue to be enforced as if the invalid or unenforceable provisions were omitted.
- 7.6 Massachusetts law shall govern the interpretation and enforcement of this Agreement, except that the Federal Arbitration Act shall govern the interpretation and enforcement of Schedule 5.
- 7.7 Except as this Agreement otherwise provides, no amendment to this Agreement shall be binding unless agreed to in writing executed by Spectra and Kornit, and no approval, consent, or waiver shall be enforceable unless signed by the granting party. The pre-printed terms of any order (including, without limitation, a purchase order), acknowledgment, or other form do not amend this Agreement. No document shall be deemed to amend this Agreement by implication.
- 7.8 This Agreement (including the attached Schedules, which are hereby incorporated by reference) states the complete agreement between Spectra and Kornit concerning this subject, except as stated in Section 4.2, and supersedes all earlier oral and •written communications between Spectra and Kornit concerning this subject.
- 7.9 All notices required or permitted under this Agreement and all requests for approvals, consents, and waivers must be in writing and must be delivered by a method providing for proof of delivery to the addresses listed below:

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In the case of Kornit:

Chief Executive Officer
Kornit Digital, Ltd.
5 David Navon Street
POB 8406
Moshav Magshimim 56910
Israel
Facsimile: +

In the case of Spectra:

Chief Operating Officer
Spectra Printing
Dimatix, Inc.
109 Etna Road
Lebanon, NH 03766-1422
Facsimile: +1 603-448-9870

With a copy to:

Laurel H. Finch, Attorney
Heller Ehrman LLP
275 Middlefield Road
Menlo Park, CA 94025-3506
Facsimile: +1-650-324-0638

Any notice or request shall be deemed to have been given on the date of receipt. Either party may change its address for the purposes of this Agreement by giving the other party written notice of its new address.

7.10 All rights granted to Kornit under this Agreement may be exercised by any Affiliate of Kornit agreeing to be bound by this Agreement.

AGREED TO AND ACCEPTED BY:

**SPECTRA PRINTING
DIMATIX. INC.**

KORNIT DIGITAL LTD.

/s/ Robert G. Rosenblum

By:
Robert G. Rosenblum

Chief Operating Officer

Jan. 10, 2006

Date:

/s/ Ofer Ben-Zur

By:
Ofer Ben-Zur

Printed
CEO

Title:

Jan. 15, 2006

Date:

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TERMS AND CONDITIONS

FORECASTS AND PRODUCTION ESTIMATES: Customer will provide Spectra with a [***], [***] forecast of Spectra Product requirements; provided, however, that orders placed hereunder are non-cancelable and non-deferrable beginning [***] prior to scheduled delivery date. Customer will provide Spectra with [***] advance notice to add significant additional manufacturing capacity. Spectra may not be able to meet orders as a result of changes in or requirements in excess of those set forth in [***] forecasts. Furthermore, the Parties agree to use their reasonable efforts, particularly during significant ramp periods, to coordinate, communicate and level out product delivery requirements so that Customer's requirements and Spectra's capacity are matched as closely as possible. Production estimates are not guaranteed, but result from careful analysis of Customer's submitted requirements and present reasonably expected output under normal conditions.

ORDERS: Customer will order Spectra Products through the issuance of purchase orders at least [***] in advance of the requested delivery dates. All preprinted terms and conditions on purchase orders are superseded entirely by the terms and conditions of this Agreement. Each purchase order will adequately identify the Spectra Product ordered by use of Spectra's product code, set forth the requested quantity, and specify the requested delivery method and date. Purchase orders must be in writing and may be sent via e-mail or facsimile to Spectra's Customer Service group. To confirm its acceptance of each purchase order, Spectra will issue an acknowledgement of such purchase order in writing or sent via e-mail or facsimile within 5 (five) business days of receipt. If Customer does not receive an acknowledgement of a purchase order within this timeframe, Customer should contact Spectra immediately to follow up on the status of the order.

Upon receipt of any purchase order submitted in accordance with this Agreement, Spectra will either: (i) accept the order, which will establish the delivery date; or (ii) notify Customer of Spectra's proposed delivery date, if Spectra is unable to deliver Spectra Product in the amounts and/or at the time or times requested. Once accepted, this will become the commitment date. If Spectra cannot fulfill Customer's purchase orders due to a shortage of any Spectra Product, Spectra shall use its reasonable efforts to satisfy Customer's purchase requirements as closely as possible.

PRICES: Prices are exclusive of federal, state or excise or use taxes which will be separately shown on invoices. Prices are [***] (INCO Terms). Specification changes by Customer may affect prices. Customer must provide Spectra with a certificate for exemption from state taxes where applicable.

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PAYMENT AND SECURITY: Payment shall be made by Customer within [***] of invoice date. For the purpose of securing payment of amounts due Spectra from the Customer hereunder, Customer hereby grants to Spectra: (i) a continuing first purchase money security interest in the products to be shipped hereunder, and all accessions thereto and substitutions therefor; and (ii) a continuing purchase money security interest in all of the proceeds of the foregoing. If Customer fails to make payment to Spectra of any invoice for products shipped by Spectra within [***] of the date of such invoice, or should Customer become insolvent or be a party to any bankruptcy or receivership proceeding prior to full payment of all amounts payable hereunder, Spectra may, notwithstanding any other provisions herein set forth, exercise any or all of its rights as a secured creditor under applicable law, including without limitation: (a) refuse to make further shipments to Customer; (b) with or without demand or notice to Customer declare the entire amount unpaid immediately due and payable; and (c) sell any or all of said products as permitted under applicable law, applying the proceeds of the sale to the expenses of retaking, repairing and selling said products, reasonable attorney's fees and to the satisfaction of all indebtedness then due and unpaid. Any surplus shall be paid to Customer and any deficiency shall be paid to Spectra by Customer. All past due amounts shall accrue delinquency charges at the rate of [***]% ([***] percent) per month.

The foregoing notwithstanding, as to orders including any special or custom-made equipment and as to any Customer which Spectra in its sole discretion determines to have insufficient credit worthiness, Spectra reserves the right to require all or a portion of the invoice amount in advance if commencing work on an order, and, as the case may be, a portion upon shipment and the balance within [***] of invoice. For orders shipped outside the United States payment may be made by bank draft (on a bank acceptable to Spectra) or by confirmed, irrevocable letter of credit (naming Spectra as beneficiary) with order or other terms as arranged by Spectra. Any charges related to such letter of credit or other payment arrangement shall be for Customer's account.

Nothing herein shall require Spectra to ship Spectra Products to Customer if any of the requirements in this Schedule are not fulfilled by Customer.

DELIVERY: Delivery to a public carrier at Spectra's manufacturing facility, consigned as Customer directs, shall constitute transfer of the shipment's title, ownership, possession, and property to Customer at point of such delivery. Carrier will thereafter be deemed as acting for Customer and the shipment will be at Customer's risk. Spectra Products will be delivered to Customer in packaging reasonably acceptable to Customer, given shipment, warehousing and storage requirements. Customer will advise Spectra in writing of any special packaging or labeling requirements at the time of placing an order. Customer will pay the cost of any special packaging.

WARRANTY: All Spectra Products are warranted to be [***] and to [***] at the date of shipment for a period of [***] from date of shipment by Spectra. Any products labeled as pre-production release or prototypes, warranty coverage will be on materials and workmanship only and for a period of [***] from date of shipment. Products repaired or replaced under warranty will carry coverage for the balance of warranty period of the product from when such product was returned to Spectra.

During the warranty period, Spectra will, at its option, [***] of Spectra products which prove to be defective [***]. Customer must return Spectra products to the facility designated by Spectra. Customer shall obtain a return materials authorization number ("RMA") and shipping instructions from Spectra, follow the proper cleaning/flushing procedures in accordance with the respective product manual, and return the product shipping charges prepaid. Shipping charges for all agreed warranty returns will be paid by Spectra and by Customer for all rejected warranty returns. Warranty excludes all costs of customs clearance and any other related charges. All replaced products shall become the property of Spectra.

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The foregoing warranty shall not apply to defects or non-conformance with Spectra specifications that result from:

- (1) improper installation, use, storage, care or maintenance by Customer or its customers;
- (2) modification or alteration, damage, neglect, or abuse of a Spectra product;
- (3) operation of a Spectra product out of specification including power and environmental specifications;
- (4) use of Inks or other chemicals not furnished or Certified by Spectra; or
- (5) externally induced contamination (including but not limited to defective Certified Inks not supplied by Spectra and premature drying of inks in the nozzles).

DISCONTINUANCE: Spectra may, at its option, discontinue Products supplied under this Agreement, provided however, that: (i) Spectra gives Customer 180 (one hundred eighty) day notice of any planned discontinuance; and (ii) Spectra provides Customer with an end of life purchase program.

INFRINGEMENT OF THIRD PARTY RIGHTS: Spectra shall promptly investigate and defend at its expense all claims that the manufacture, use, maintenance, sale or other disposition of any Spectra Product infringes, induces the infringement of, or otherwise violates any patent, copyright, mask work, trademark, trade secret, or proprietary or other information of any third party, and Spectra shall pay and discharge all judgments or decrees against Customer which result from those claims. [***]

[***]

Spectra shall not be liable under this infringement section for any claim, and Customer's rights under this infringement section shall not attach to a claim, to the extent that claim is based on information, devices, or processes furnished by someone other than Spectra. Customer shall defend and hold Spectra harmless against any expense, judgment or loss for alleged infringement or violation of any patents, copyrights, mask works, trade secrets, trademarks, or proprietary or other information which result from Spectra's compliance with Customer's designs, specifications or instructions. The foregoing states the entire obligation of Spectra with respect to infringement or the like.

CANCELLATION OR RETURNS: If Spectra agrees to the cancellation by Customer of an order within [***] of scheduled delivery, all future work thereon will be stopped by Spectra as soon as reasonably possible and a cancellation charge will be rendered in the amount of the costs incurred to the date of stoppage plus [***]% ([***] percent), less allowances Spectra may be able to make for standard components and salvage. Cancellations as to any completed items shall not be effective and the order will be shipped and billed to the Customer at the order prices.

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PRICES FOR SPECTRA PRODUCTS

Prices for all Spectra Products include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>ACCUMULATED ORDER QTY</u>	<u>UNIT PRICE</u>
<u>256-Channel Jetting Assemblies</u>			
05536	Nova JA 256/80 AAA		
08991	Galaxy JA 256/30 AAA		
09272	Galaxy JA 256/50 AAA		
09493	Galaxy JA 256/80 AAA	*** to ***	\$ ***
		*** to ***	\$ ***
		*** to ***	\$ ***
		***+	\$ ***
09158	Spectra SL-128		
09084	Spectra SM-128		
08935	Spectra SE-128	*** to ***	\$ ***
		*** to ***	\$ ***
		*** to ***	\$ ***
		***+	\$ ***

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B. OTHER HARDWARE

PART NUMBER	DESCRIPTION	INDIVIDUAL ORDER QTY	UNIT PRICE
3800-038	Pressure Regulator	***]-[***]	\$ [***]
]-[]	\$ [***]
]+	\$ []
08162	Meniscus Pressure Controller (MPC)	***]-[***]	\$ [***]
]-[]	\$ [***]
]+	\$ []
06543	Miata Remote Lung/Reservoir	***]-[***]	\$ [***]
]-[]	\$ [***]
]+	\$ []
08371	Molded Lung Module (MLM) ¹⁾	***]-[***]	\$ [***]
]-[]	\$ [***]
]+	\$ []
05841	Miata Remote Lung	***]	\$ [***]
04649	HDEM-4	***]-[***]	\$ [***]
]-[]	\$ [***]
]+	\$ []
3500-189	HDEM Daughter Cards	***]	\$ [***]
3800-037	HDC2	***]	\$ [***]

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C. INK PRODUCTS

Note: All ink prices are per order, per color.

PART NUMBER	DESCRIPTION	INDIVIDUAL ORDER QTY	UNIT PRICE(per case)
00146-01	SABRE Black ⁵⁾	[***]-[***] [***]-[***] [***]+	\$ [***] \$ [***] \$ [***]
See table below	Seurat UV Curing Ink 2)	[***] to [***] [***] to [***] [***] to [***] [***]+	\$ [***] \$ [***] \$ [***] \$ [***]
See table below	Kappa UV Curing Ink 2)	[***] to [***] [***] to [***] [***] to [***] [***]+	\$ [***] \$ [***] \$ [***] \$ [***]
01880	Sirius, Ink 3)	[***] to [***] [***] to [***] [***] to [***] [***]+	\$ [***] \$ [***] \$ [***] \$ [***]
01881	Sirius, Clear Solvent, Flush 3)		\$ [***]
01882	Sirius, Clear, Cleaning Spray 4)		\$ [***]
7060-804-93	7060 Model Fluid	[***]	\$ [***]
04322	7060 Model Fluid	[***]	\$ [***]
06291	Clear Flush	[***]	\$ [***]

- 1) *The pricing for these products is subject to full and final release by Spectra. No guarantee is implied as to these products ever becoming available from Spectra.*
- 2) *Each case contains 4 (four) 1 liter bottles.*
- 3) *Each case contains 6 (six) 1 liter bottles.*
- 4) *Each case contains 24 (twenty-four) 125 ml bottles.*
- 5) *Each case contains 40 100g ink pucks.*

PART NUMBER AND DESCRIPTION - UV CURING INKS

SEURAT RANGE	
00052	Ink, black
00055	Ink, yellow
00058	Ink, magenta
00060	Ink, cyan
KAPPA RANGE	
03604	Ink, black

Prices for all Spectra Products include standard packaging.

D. VOLUME DISCOUNTS

Fees

- 1) Printhead Volume Discount Fee of \$[***]
- 2) The Printhead Volume Discount Fee is payable to Spectra prior to Kornit shipping - or using — commercial products.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

3) Upon payment of the Printhead Volume Discount Fee, Kornit will obtain the following rights:

PART NUMBER	DESCRIPTION	ACCUMULATED ORDER QTY	UNIT PRICE
256 Channel Jetting Assemblies		[***]	\$ [***]
128 Channel Jetting Assemblies (SL, SM, SE)		[***]	\$ [***]

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

PRICE INCREASES

Beginning [***] after the date of this Agreement, Spectra may, by written notice delivered [***] in advance to Customer, increase prices for Products listed on Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase.

Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

ROYALTIES

- 1) Kornit will pay to Spectra a royalty of 5% (five percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Ink for use in Kornit Products, except Spectra Ink.
- 2) If Kornit does not supply Ink to be used in Kornit Products Kornit will, in lieu of 1) above, pay to Spectra a royalty of 2% (two percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Kornit Products.
- 3) The first \$500,000 of ink sales (on an annual basis) is not subject to the royalty provisions under section 1 above.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**RESERVED MARKETS: EXCLUSIVE RIGHTS RESERVED
BY SPECTRA TO OTHER CUSTOMERS**

I. Product Identification

Exclusive Market shall mean the following:

The market for systems incorporating less than \$[***] of Spectra supplied Printheads, where such systems are used for printing with ink on packaging, labels or tangible products. The scope of this Reserved Market does not include

- (i) systems used in commercial printing environments,
- (ii) the printing of goods where the primary value of the goods is the printed content, and
- (iii) other detailed exemptions available from Spectra upon request.

*(In January of each year after 2005, the price thresholds set forth above are adjusted for inflation or deflation. The price thresholds in effect on any date can be obtained by contacting Spectra.)

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**CONFIDENTIALITY AND
INTELLECTUAL PROPERTY RIGHTS**

Confidentiality:

“Confidential Information” means all information which one party (“Discloser”) discloses to the other party (“Recipient”) during the term of this Agreement: (i) in documents or other tangible materials clearly marked “CONFIDENTIAL”; or (ii) orally, or in any other intangible form, when first disclosed to the Recipient, if at that time the Discloser tells the Recipient that the information is confidential and if the Discloser describes the information in writing or other tangible materials clearly marked “CONFIDENTIAL” and delivers them to the Recipient within 30 (thirty) calendar days after the information is first disclosed to the Recipient. “Confidential Information” does not include any information which the Recipient can show:

- (a) the Recipient knew at the time of disclosure;
- (b) the public knows or which is or becomes readily ascertainable by the public, and through no wrongful act of the Recipient;
- (c) the Recipient receives from a third party without breaching an obligation owed to the Discloser, if the third party does not restrict the Recipient from disclosing that information;
- (d) is independently developed by or for the Recipient;
- (e) the Discloser discloses to a third party without similar restrictions on disclosure; or
- (f) is required to be disclosed by law, provided, however, that in the event Recipient is ordered to disclose the Discloser’s Confidential Information pursuant to a judicial or governmental request, requirement or order, Recipient shall immediately, and in any event prior to complying therewith, notify the Discloser and take reasonable steps to assist Discloser in contesting such request, requirement or order or otherwise protecting Discloser’s rights, and Recipient may not disclose any Discloser Confidential Information in response to any law, rule or regulation, including disclosure rules of the Securities and Exchange Commission, without the Discloser’s written consent in each case, which consent shall not be unreasonably withheld or delayed.

During the Term and for 5 (five) years after the Term, the Recipient shall use reasonable efforts to prevent the disclosure of any Confidential Information to any other person, subject to (f) above, and shall not analyze or reverse engineer any samples, prototypes or products labeled “Confidential” and provided hereunder. All materials containing Confidential Information delivered by the Discloser under this Agreement are and shall remain the property of the Discloser. At the Discloser’s written request upon termination of the Recipient’s right to possess the Discloser’s Confidential Information, the Recipient shall promptly return to the Discloser, or destroy and certify the destruction of, all those materials and any copies. The Recipient agrees that it will not utilize or include any Confidential Information of Discloser in any patent or copyright filing.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

Except as this Agreement expressly provides, this Agreement does not: (i) restrict either party from developing new products, improving existing products, or marketing any new, improved, or existing products; or (ii) commit either party to disclose any particular information or to develop, make, use, buy, sell, or otherwise dispose of any existing or future product, or to favor or recommend any product or service of the other party.

This Agreement does not enlarge, diminish, or affect the rights and obligations that either party may have or come to have under any other written agreement they both sign, or, except as this Agreement expressly provides, with respect to any patent or copyright of either party. Except as this Agreement or such other written agreement specifically provides, there shall be no restrictions on the use or disclosure of any information the Parties exchange at any time, in the past or in the future, other than restrictions that either party may independently have a right to assert under the patent, copyright, or mask work laws.

Intellectual Property Rights:

Each party will retain its existing intellectual property rights and nothing in this Agreement will amend that understanding. Furthermore, each party will own all Technology developed solely by its employees, agents, representatives and consultants. In the case that a joint invention by employees, agents, representatives or consultants of Customer and Spectra is made in connection with Agreement, then both Parties will own an equal interest in such Technology and any patents which issue as a result. In the event that one party is granted a patent which incorporates Confidential Information of the other party, that one party will grant upon request a paid up, worldwide right and license under such patent to the other party to make, have made, use and sell products of the other party.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

DISPUTES

In the event of any dispute, controversy or claim between the Parties arising directly or indirectly under this Agreement, whether based on contract, tort, fraud, misrepresentation or other legal theory, the Parties shall attempt in good faith to resolve such matter through mediation. Such mediation shall be conducted in accordance with The CPR Mediation Procedure of the CPR Institute for Dispute Resolution in effect on the date of this Agreement. If either party refuses to engage in such mediation, or if such mediation has not resolved the dispute, controversy or claim within [***], or such longer period as the Parties may agree, then the provisions below shall apply.

Except for disputes concerning Spectra's indemnification obligations regarding infringement of third party rights, and except as otherwise provided in this Agreement, Customer and Spectra shall settle by arbitration any controversy or claim between them arising directly or indirectly under this Agreement, whether based on contract, tort, fraud, misrepresentation, or other legal theory that is not resolved through mediation as provided in the paragraph above. The arbitration shall occur in Massachusetts, under the then current Rules for Non-Administered Arbitration and supervision of the CPR Institute for Dispute Resolution, except as otherwise provided herein. If the dispute involves a claim for money in the amount of \$[***] ([***] dollars) or less and does not involve any claims relating to ownership, use, or disclosure of intellectual property (other than a claim of unlawful ownership, use or disclosure of intellectual property arising solely from a failure to pay a license fee or royalty), the arbitration shall be before a single arbitrator whom Customer and Spectra shall select from a panel of persons knowledgeable in business information and data processing systems; otherwise, the arbitration shall be before three arbitrators, one selected by Customer, one selected by Spectra, and the third selected by the two arbitrators selected. The arbitrator or arbitrators shall not have the power to award punitive or exemplary damages. The decision and award of the arbitrator or arbitrators shall be final and binding and the award rendered may be entered in any court having jurisdiction. Customer and Spectra shall each pay its own attorney's fees associated with the arbitration, and shall pay the other costs and expenses of the arbitration as the rules of the American Arbitration Association provide.

Spectra and Customer may each petition a court of law for injunctive relief to protect its respective intellectual property.

If one party files a court action alleging claims subject to binding arbitration under this Schedule and the other party successfully stays the court action or compels arbitration of the claims, or both, the party filing the court action shall pay the other party's costs and expenses, including attorneys' fees, of obtaining such stay or compulsion.

Neither Customer nor Spectra may bring any action, regardless of form, related to this Agreement, more than two years after the cause of action accrues.

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The duty to arbitrate extends to any director, officer, employee, agent, subsidiary, or Affiliate making or defending any claim which would otherwise be arbitrable.

Each part of this Schedule is severable. A holding that any part of this Schedule is unenforceable shall not affect the duty to arbitrate under any part of this Schedule.

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FUJIFILM DIMATIX, INC. and KORNIT DIGITAL LTD.

OEM SUPPLY AGREEMENT AMENDMENT #1

THIS SUPPLY AGREEMENT AMENDMENT #1 is made and entered into as of September 20, 2006 ("Effective Date") by and between FUJIFILM DIMATIX, INC. formerly Spectra Printing, a division of Dimatix, Inc. ("FDMX"), a corporation organized under the laws of the State of Delaware, U.S.A., and Kornit Digital Ltd. ("Kornit"), organized under the laws of Israel, collectively the "Parties".

WHEREAS, the Parties have entered into the OEM Supply Agreement dated January 6, 2006 (the "Agreement"), and wish to add the terms of this Amendment #1 to the contractual relationship between the Parties.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
1.2 "Amendment #1" shall mean this Supply Agreement Amendment #1 between FDMX and Kornit.
1.3 "Agreement" shall mean the Agreement, and this Supply Agreement Amendment #1.

2. CHANGES

- 2.1 PRODUCT PRICES AND TERMS. The Parties agree to delete the original Schedules 1, 2, and 3 in their entirety and replace them with the attached new Schedules 1, 2, and 3.

3. GENERAL

- 3.1 The Parties agree that the Agreement as amended states the complete agreement between FDMX and Kornit concerning this subject, and supersedes all earlier oral and written communications, representations, promises and agreements between FDMX and Kornit concerning this subject.

AGREED TO AND ACCEPTED BY:
FUJIFILM DIMATIX, INC.

KORNIT DIGITAL LTD.

By:
/s/ John C. Batterton
John C. Batterton

/s/ Ofer Ben-Zur
By:
Ofer Ben-Zur
Printed

President & CEO
Title

CEO
Title:

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PRICES FOR FUJIFILM DIMATIX, INC. (“FDMX”) PRODUCTS

Prices for all FDMX Products include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

PART NUMBER	DESCRIPTION	ACCUMULATED ORDER QTY	UNIT PRICE
<u>256-Channel Jetting Assemblies</u>			
05536	Nova JA 256/80 AAA	[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***]+	\$ [***]
08991	Galaxy JA 256/30 AAA	Same	
09272	Galaxy JA 256/50 AAA	Same	
09493	Galaxy JA 256/80 AAA	Same	
<u>128-Channel Jetting Assemblies</u>			
<u>“AA” Models</u>			
09158	Spectra SL-128	[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***]+	\$ [***]
09084	Spectra SM-128	Same	
08935	Spectra SE-128	Same	
<u>“CR” Models¹⁾</u>			
12949	Spectra SL-128	[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***]+	\$ [***]
12941	Spectra SM-128	Same	
12944	Spectra SE-128	Same	

1) The pricing for these products is subject to full and final release by FDMX. No guarantee is implied as to these products ever becoming available from FDMX.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

B. OTHER HARDWARE

PART NUMBER	DESCRIPTION	INDIVIDUAL ORDER QTY	UNIT PRICE
3800-038	Pressure Regulator	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
08162	Meniscus Pressure Controller (MPC)	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
06543	Remote Lung/Reservoir	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
08371	Molded Lung Module (MLM)	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
05841	Remote Lung, S.S.	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
04649	Head Drive Electronics Module (HDEM-4)	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
3500-189	HDEM Daughter Cards	***	\$ ***
3800-037	Head Drive Control Board (HDC2)	***	\$ ***

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C. INK PRODUCTS

Note: All ink prices are per order, per color.

PART NUMBER	DESCRIPTION	INDIVIDUAL ORDER QTY	UNIT PRICE (per case)
00146-01	SABRE Black ²	[***]-[***] [***]-[***] [***]+	\$ [***] \$ [***] \$ [***]
11214	Kappa UV Curing Ink Black ³	[***] to [***] [***] to [***] [***] to [***] [***]+	\$ [***] \$ [***] \$ [***] \$ [***]
01880	Sirius, Ink ⁴	[***] to [***] [***] to [***] [***] to [***] [***]+	\$ [***] \$ [***] \$ [***] \$ [***]
01881	Sirius, Clear Solvent, Flush ⁴		\$ [***]
01882	Sirius, Clear, Cleaning Spray ⁵		\$ [***]
7060-804-93	7060 Model Fluid	[***]	\$ [***]
04322	Model Fluid - Blue	[***]	\$ [***]
08178	Model Fluid - Black	[***]	\$ [***]
08180	Model Fluid - Yellow	[***]	\$ [***]
08399	Model Fluid - Red	[***]	\$ [***]
12327	Model Fluid, Room Temp - Blue	[***]	\$ [***]
12329	Model Fluid, Room Temp - Black	[***]	\$ [***]
12328	Model Fluid, Room Temp - Yellow	[***]	\$ [***]
12321	Model Fluid, Room Temp - Red	[***]	\$ [***]
06291	Clear Flush	[***]	\$ [***]

- 2) Each case contains 40 100g ink pucks.
- 3) Each case contains 4 (four) 1 liter bottles.
- 4) Each case contains 6 (six) 1 liter bottles.
- 5) Each case contains 24 (twenty-four) 125 ml bottles.

Prices for all FDMX Products include standard packaging.

D. VOLUME DISCOUNTS

Fees

- 1) Printhead Volume Discount Fee of \$[***]
- 2) The Printhead Volume Discount Fee is payable to FDMX prior to Kornit shipping — or using - commercial products.
- 3) Upon payment of the Printhead Volume Discount Fee, Kornit will obtain the following rights:

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

PART NUMBER	DESCRIPTION	INDIVIDUAL ORDER QTY	UNIT PRICE
256 Channel Jetting Assemblies		[***]	\$ [***]
128 Channel Jetting Assemblies (“AA” Models)		[***]	\$ [***]
128 Channel Jetting Assemblies (“CR” Models)		[***]	\$ [***]

PRICE INCREASES

Beginning [***] after the date of this Agreement, FDMX may, by written notice delivered [***] in advance to Customer, increase prices for Products listed on Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase.

Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

ROYALTIES

- 1) Kornit will pay to FDMX a royalty of [***]% ([***] percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Ink for use in Kornit Products, except Spectra Ink.
- 2) If Kornit does not supply Ink to be used in Kornit Products Kornit will, in lieu of 1) above, pay to FDMX a royalty of [***]% ([***] percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Kornit Products.
- 3) The first \$[***] of ink sales (on an annual basis) is not subject to the royalty provisions under section 1 above.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**RESERVED MARKETS: EXCLUSIVE RIGHTS RESERVED
BY FUJIFILM DIMATIX, INC. TO OTHER CUSTOMERS**

The exclusive market reserved by FDMX refers to monochrome or spot color (as opposed to process color) applications for printing date or lot codes, bar codes, serial and part numbers, prices, manufacturer's name, ingredients, nutritional data, instructions, warnings or other product-related or manufacturer-related information (referred to herein as "Product Identification Information").

More specifically, the exclusive reserved market is further limited to applying Product Identification Information:

- (1) directly onto products or onto the packaging for products;
- (2) in a product manufacturing or distribution environment; and
- (3) using a system (a) incorporating less than \$[***]* of FDMX Jetting Assemblies or (b) in the case of printing packaging or labels, using a system having a selling price of less than \$[***]* (excluding materials handling subsystems) or (c) in the case of printing on products, using a system having a selling price less than \$[***]* (excluding materials handling subsystems).

An application that does not meet all of the criteria (1), (2) and (3) is outside the exclusive reserved market.

In addition to the above limits on the exclusive reserved market, the reserved market does not include:

- (i) any system that combines Product Identification Information and information other than Product Identification Information;
- (ii) any system that uses process color printing, whether alone or in combination with monochrome or spot color printing;
- (iii) any system that jets fluids other than human-perceivable inks, such as conductive fluids for electronics, bio materials for analysis, etc. (referred to herein as "Functional Fluids"), whether jetting Functional Fluids alone or in combination with human-perceivable inks;
- (iv) printing using inks that are invisible to the naked eye, including but not limited to infrared ink;
- (v) printing of goods where the primary value of the goods is the printed content, such as documents, posters, signs, etc. (referred to herein as "Printed Media"); and
- (vi) any system used in commercial printing environments (for example, where Printed Media is produced) or other environments outside of manufacturing and distribution environments.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

* In January of each year after 2005, the price thresholds set forth above are adjusted for inflation or deflation. The price thresholds in effect on any date will be available upon request.

SCHEDULE 1

TERMS AND CONDITIONS

FORECASTS AND PRODUCTION ESTIMATES: Customer will provide Fujifilm Dimatix, Inc. ("FDMX") with a [***], [***] forecast of FDMX Product requirements; provided, however, that orders placed hereunder are non-cancelable and non-deferrable beginning [***] prior to scheduled delivery date. Customer will provide FDMX with [***] advance notice to add significant additional manufacturing capacity. FDMX may not be able to meet orders as a result of changes in or requirements in excess of those set forth in [***] forecasts. Furthermore, the Parties agree to use their reasonable efforts, particularly during significant ramp periods, to coordinate, communicate and level out product delivery requirements so that Customer's requirements and FDMX's capacity are matched as closely as possible. Production estimates are not guaranteed, but result from careful analysis of Customer's submitted requirements and present reasonably expected output under normal conditions.

ORDERS: Customer will order FDMX Products through the issuance of purchase orders at least [***] in advance of the requested delivery dates. All preprinted terms and conditions on purchase orders are superseded entirely by the terms and conditions of this Agreement. Each purchase order will adequately identify the FDMX Product ordered by use of FDMX's product code, set forth the requested quantity, and specify the requested delivery method and date. Purchase orders must be in writing and may be sent via e-mail or facsimile to FDMX's Customer Service group. To confirm its acceptance of each purchase order, FDMX will issue an acknowledgement of such purchase order in writing or sent via e-mail or facsimile within 5 (five) business days of receipt. If Customer does not receive an acknowledgement of a purchase order within this timeframe, Customer should contact FDMX immediately to follow up on the status of the order.

Upon receipt of any purchase order submitted in accordance with this Agreement, FDMX will either: (i) accept the order, which will establish the delivery date; or (ii) notify Customer of FDMX's proposed delivery date, if FDMX is unable to deliver FDMX Product in the amounts and/or at the time or times requested. Once accepted, this will become the commitment date. If FDMX cannot fulfill Customer's purchase orders due to a shortage of any FDMX Product, FDMX shall use its reasonable efforts to satisfy Customer's purchase requirements as closely as possible.

PRICES: Prices are exclusive of federal, state or excise or use taxes which will be separately shown on invoices. Prices are [***] (INCO Terms). Specification changes by Customer may affect prices. Customer must provide FDMX with a certificate for exemption from state taxes where applicable.

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PAYMENT AND SECURITY: Payment shall be made by Customer within [***] of invoice date. For the purpose of securing payment of amounts due FDMX from the Customer hereunder, Customer hereby grants to FDMX: (i) a continuing first purchase money security interest in the products to be shipped hereunder, and all accessions thereto and substitutions therefor; and (ii) a continuing purchase money security interest in all of the proceeds of the foregoing. If Customer fails to make payment to FDMX of any invoice for products shipped by FDMX within [***] of the date of such invoice, or should Customer become insolvent or be a party to any bankruptcy or receivership proceeding prior to full payment of all amounts payable hereunder, FDMX may, notwithstanding any other provisions herein set forth, exercise any or all of its rights as a secured creditor under applicable law, including without limitation: (a) refuse to make further shipments to Customer; (b) with or without demand or notice to Customer declare the entire amount unpaid immediately due and payable; and (c) sell any or all of said products as permitted under applicable law, applying the proceeds of the sale to the expenses of retaking, repairing and selling said products, reasonable attorney's fees and to the satisfaction of all indebtedness then due and unpaid. Any surplus shall be paid to Customer and any deficiency shall be paid to FDMX by Customer. All past due amounts shall accrue delinquency charges at the rate of [***]% ([***] percent) per month.

The foregoing notwithstanding, as to orders including any special or custom-made equipment and as to any Customer which FDMX in its sole discretion determines to have insufficient credit worthiness, FDMX reserves the right to require all or a portion of the invoice amount in advance if commencing work on an order, and, as the case may be, a portion upon shipment and the balance within [***] of invoice. For orders shipped outside the United States payment may be made by bank draft (on a bank acceptable to FDMX) or by confirmed, irrevocable letter of credit (naming FDMX as beneficiary) with order or other terms as arranged by FDMX. Any charges related to such letter of credit or other payment arrangement shall be for Customer's account.

Nothing herein shall require FDMX to ship FDMX Products to Customer if any of the requirements in this Schedule are not fulfilled by Customer.

DELIVERY: Delivery to a public carrier at FDMX's manufacturing facility, consigned as Customer directs, shall constitute transfer of the shipment's title, ownership, possession, and property to Customer at point of such delivery. Carrier will thereafter be deemed as acting for Customer and the shipment will be at Customer's risk. FDMX Products will be delivered to Customer in packaging reasonably acceptable to Customer, given shipment, warehousing and storage requirements. Customer will advise FDMX in writing of any special packaging or labeling requirements at the time of placing an order. Customer will pay the cost of any special packaging.

WARRANTY: All FDMX Products are warranted to be [***] for a period of [***] from date of shipment by FDMX. Furthermore, all FDMX Products, when used with Inks and other fluids furnished or Certified by FDMX, are warranted to [***] at the date of shipment for a period of [***] from date of shipment by FDMX.

For any products labeled as pre-production release or prototypes, warranty coverage will be on materials and workmanship only and for a period of three (3) months from date of shipment. Products repaired or replaced under warranty will carry coverage for the balance of warranty period of the product from when such product was returned to FDMX.

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During the warranty period, FDMX will, at its option, [***] of FDMX products which prove to be defective [***] as stated above. Customer must return FDMX products to the facility designated by FDMX. Customer shall obtain a return materials authorization number (“RMA”) and shipping instructions from FDMX, follow the proper cleaning/flushing procedures in accordance with the respective product manual, and return the product shipping charges prepaid. Shipping charges for all agreed warranty returns will be paid by FDMX and by Customer shall pay for shipping for all rejected warranty returns. Warranty excludes all costs of customs clearance and any other related charges. All replaced products shall become the property of FDMX.

The foregoing warranty shall not apply to defects or non-conformance with FDMX specifications that result from:

- (1) improper installation, use, storage, care or maintenance by Customer or its customers;
- (2) modification or alteration, damage, neglect, or abuse of a FDMX product;
- (3) operation of a FDMX product out of specification including power and environmental specifications; or
- (4) externally induced contamination (including but not limited to premature drying or curing of inks in the nozzles).

DISCONTINUANCE: FDMX may, at its option, discontinue Products supplied under this Agreement, provided however, that: (i) FDMX gives Customer 180 (one hundred eighty) day notice of any planned discontinuance; and (ii) FDMX provides Customer with an end of life purchase program.

INFRINGEMENT OF THIRD PARTY RIGHTS: FDMX shall promptly investigate and defend at its expense all claims that the manufacture, use, sale or other disposition of any FDMX Product infringes, induces the infringement of, or otherwise violates any patent, copyright, mask work, trademark, trade secret, or proprietary or other information of any third party, and FDMX shall pay and discharge all judgments or decrees against Customer which result from those claims. [***]

[***].

FDMX shall not be liable under this infringement section for any claim, and Customer’s rights under this infringement section shall not attach to a claim, to the extent that claim is based on information, devices, or processes furnished by someone other than FDMX. Customer shall indemnify, defend and hold FDMX harmless against any expense, judgment or loss for alleged infringement or violation of any patents, copyrights, mask works, trade secrets, trademarks, or proprietary or other information which result from FDMX’s compliance with Customer’s designs, specifications or instructions.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

GENERAL INDEMNIFICATION: FDMX shall indemnify, defend and hold Customer harmless against any expense, judgment or loss for arising out of or related to any gross negligence or intentionally tortious acts or omissions of FDMX or its agents. Customer shall indemnify, defend and hold FDMX harmless against any expense, judgment or loss for arising out of or related to (i) any gross negligence or intentionally tortious acts or omissions of Customer or its agents and/or (ii) Customer's use of any FDMX Product to the extent FDMX is not obliged to Customer under "Infringement of Third Party Rights" above.

CANCELLATION OR RETURNS: If FDMX agrees to the cancellation by Customer of an order within [***] of scheduled delivery, all future work thereon will be stopped by FDMX as soon as reasonably possible and a cancellation charge will be rendered in the amount of the costs incurred to the date of stoppage plus [***]% ([***] percent), less allowances FDMX may be able to make for standard components and salvage. Cancellations as to any completed items shall not be effective and the order will be shipped and billed to the Customer at the order prices.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

OEM SUPPLY AGREEMENT AMENDMENT #2

This Amendment Agreement made and entered into as of the 1st day of September, 2007 by and between FUJIFILM Dimatix, Inc. formerly Spectra Printing, a Division of Dimatix Inc. (“FUJIFILM”) and Kornit Digital Ltd. (“Kornit”).

WITNESSETH

WHEREAS, FUJIFILM and Kornit are parties to an OEM Supply Agreement dated as of January 6, 2006 and an Amendment #1 to the OEM Supply Agreement dated as of September 20, 2006 (the “Agreement”) under which FUJIFILM agreed to provide to Kornit and Kornit wishes to procure certain FUJIFILM products for integration with Kornit products; and

WHEREAS, FUJIFILM and Kornit desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule 2, Subsection A “256 Channel Jetting Assemblies” of the Agreement is hereby amended in part by amending the following:

PART NUMBER	DESCRIPTION	ACCUMULATED	UNIT PRICE
05536	Nova JA 256/80 AAA	Blanket Order for [***] Units in a twelve [***] month period	\$ [***]

The [***] units may be taken at [***] units a month for a [***] month period. If by December 31, 2008, Kornit has not taken delivery of the [***] units, FUJIFILM reserves the right to increase pricing to \$[***] for any future units.

2. The current Schedule 3 (for avoidance of doubt, the current Schedule 3 refers to Schedule 3 of Amendment #1 to the OEM Supply Agreement) is hereby deleted in its entirety and replaced with the new Schedule 3 attached.

3. This Amendment Agreement will be effective as of the date above written.

4. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives on the date above written.

FUJIFILM DIMATIX, INC.

By: /s/ John C. Batterton
Name: John C. Batterton
Title: CEO and President

KORNIT DIGITAL LTD.

By: /s/Ofer Ben-Zur
Name: Ofer Ben-Zur
Title: CEO

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 3

RESERVED MARKETS

“Reserved Market” means monochrome or spot color (as opposed to process color) applications for printing Product Identification Information:

- (i) directly onto products or onto the packaging for products;
- (ii) in a product manufacturing or distribution environment; and
- (iii) using a system:
 - (a) incorporating less than [***] Dollars (\$[***]) of Jetting Assemblies, or
 - (b) in the case of printing packaging or labels, using a system having a selling price of less than [***] Dollars (\$[***])* (excluding materials handling subsystems), or
 - (c) in the case of printing on products, using a system having a selling price less than [***] Dollars (\$[***])* (excluding materials handling subsystems).

An application that does not meet all of the criteria set forth in (i), (ii) and (iii) above is outside the Reserved Market. For purposes of this Schedule 3, “Product Identification Information” means date or lot codes, bar codes, serial and part numbers, prices, manufacturer’s name, ingredients, nutritional data, instructions, warnings or other product-related or manufacturer-related information.

In addition to the above limits, the Reserved Market does not include:

- 1. any system that combines Product Identification Information and information other than Product Identification Information;
- 2. any system that uses process color printing, whether alone or in combination with monochrome or spot color printing;
- 3. any system that jets fluids other than human-perceivable inks, such as conductive fluids for electronics, bio materials for analysis, etc. (referred to herein as “Functional Fluids”), whether jetting Functional Fluids alone or in combination with human-perceivable inks;
- 4. printing using inks that are invisible to the naked eye, including but not limited to infrared ink;
- 5. printing of goods where the primary value of the goods is the printed content, such as documents, posters, signs, etc. (referred to herein as “Printed Media”); and

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

6. any system used in commercial printing environments (for example, where Printed Media is produced) or other environments outside of manufacturing and distribution environments.

* In January of each year after 2005, the price threshold set forth above are adjusted for inflation or deflation. The Price threshold in effect on any date will be available upon request.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

OEM SUPPLY AGREEMENT AMENDMENT #3

This Amendment Agreement made and entered into as of the 17th day of March 2008 by and between FUJIFILM Dimatix, Inc. formerly Spectra Printing, a Division of Dimatix Inc. ("FUJIFILM") and Kornit Digital Ltd. ("Kornit").

WITNESSETH

WHEREAS, FUJIFILM and Kornit are parties to an OEM Supply Agreement dated as of January 6, 2006 (the "Agreement"), an OEM Supply Agreement Amendment #1 dated as of September 20, 2006 and OEM Supply Agreement Amendment #2 dated as of September 1, 2007 (collectively, the "Amendments") under which FUJIFILM agreed to provide to Kornit and Kornit wishes to procure certain FUJIFILM products for integration with Kornit products; and

WHEREAS, FUJIFILM and Kornit desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule 2 of the Agreement is hereby amended by deleting the existing Schedule 2 and replacing with the attached Schedule 2.
2. This Amendment Agreement will be effective as of the date above written.
3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives on the date above written.

FUJIFILM DIMATIX, INC.

KORNIT DIGITAL LTD.

By: /s/ John C. Batterton

By: /s/ Ofer Ben-Zur

Name: John C. Batterton

Name: Ofer Ben-Zur

Title: CEO and President

Title: CEO

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 2

PRICES FOR FUJIFILM PRODUCTS

Prices for all FUJIFILM Products include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>ACCUMULATED ORDER QTY</u>	<u>UNIT PRICE</u>
<u>256-Channel Jetting Assemblies</u>			
05536	Nova JA 256/80 AAA	***	\$ ***
08991	Galaxy JA 256/30 AAA	***	\$ ***
09272	Galaxy JA 256/50 AAA	***	\$ ***
09493	Galaxy JA 256/80 AAA	***	\$ ***
<u>128-Channel Jetting Assemblies</u>			
09158	Spectra SL-128	*** to ***	\$ ***
		*** to ***	\$ ***
		*** to ***	\$ ***
		***+	\$ ***
09084	Spectra SM-128	Same	
08935	Spectra SE-128	Same	

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

B. OTHER HARDWARE

PART NUMBER	DESCRIPTION	INDIVIDUAL ORDER QTY	UNIT PRICE
3800-038	Pressure Regulator	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
08162	Meniscus Pressure Controller (MPC)	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
06543	Remote Lung/Reservoir	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
08371	Molded Lung Module (MLM)	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
05841	Remote Lung, S.S.	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
04649	Head Drive Electronics Module (HDEM-4)	***-***	\$ ***
		-	\$ ***
		***+	\$ ***
3500-189	HDEM Daughter Cards	***	\$ ***
3800-037	Head Drive Control Board (HDC2)	***	\$ ***

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

C. **INK PRODUCTS**

Note: All ink prices are per order, per color.

PART NUMBER	DESCRIPTION	INDIVIDUAL ORDER QTY	UNIT PRICE (per case)
7060-804-93	7060 Model Fluid	[***]	\$ [***]
04322	Model Fluid - Blue	[***]	\$ [***]
08178	Model Fluid - Black	[***]	\$ [***]
08180	Model Fluid - Yellow	[***]	\$ [***]
08399	Model Fluid - Red	[***]	\$ [***]
12327	Model Fluid, Room Temp - Blue	[***]	\$ [***]
12329	Model Fluid, Room Temp - Black	[***]	\$ [***]
12328	Model Fluid, Room Temp - Yellow	[***]	\$ [***]
12321	Model Fluid, Room Temp - Red	[***]	\$ [***]
06291	Clear Flush	[***]	\$ [***]

Prices for all FUJIFILM Products include standard packaging.

PRICE INCREASES

Beginning [***] after the date of this Agreement, FUJIFILM may, by written notice delivered [***] in advance to Customer, increase prices for Products listed on Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase.

Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

ROYALTIES

- 1) Kornit will pay to FUJIFILM a royalty of [***]% ([***] percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Ink for use in Kornit Products, except Spectra Ink.
- 2) If Kornit does not supply Ink to be used in Kornit Products Kornit will, in lieu of 1) above, pay to FUJIFILM a royalty of [***]% ([***] percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Kornit Products.
- 3) The first \$[***] of ink sales (on an annual basis) is not subject to the royalty provisions under Section 1 above.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

OEM SUPPLY AGREEMENT AMENDMENT #4

This OEM Supply Agreement Amendment #4 (the "Amendment") is made and entered into as of the 1st day of July, 2010 by and between FUJIFILM Dimatix, Inc., formerly known as **Spectra Printing, a division of Dimatix, Inc.** ("FUJIFILM") and **Kornit Digital Ltd. ("Kornit") and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd.** (collectively, "Company"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement, as hereinafter defined.

WITNESSETH

WHEREAS, FUJIFILM and Kornit are parties to an OEM Supply Agreement dated **January 6, 2006, OEM Supply Agreement Amendment #1 dated September 20, 2006, OEM Supply Agreement Amendment #2 dated September 1, 2007 and OEM Supply Agreement Amendment #3 dated March 17, 2008** (the "Agreement"), under which FUJIFILM provides to Kornit, and Kornit procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

Amendments:

1. **Section 2.4 is hereby deleted in its entirety and replaced with the following new Section 2.4:**

2.4 Kornit will provide FUJIFILM with a written report, no later than [***] following the end of [***] during the Term, describing (i) the amount, type and price of all Ink sold, leased or otherwise disposed of, for use with Kornit Product during such period, together with a detailed calculation sufficient to establish a state of Royalties due for [***], and (ii) Royalties, if any, due pursuant to Schedule 2 for Kornit Products sold during such period. Kornit will pay any Royalties due on a bi-annual basis (June 30 and December 31 of each year). FUJIFILM shall have the right to audit the books and records of Kornit [***] during the Term to verify the Royalties paid and applicable [***] reports. The audit shall be conducted by an accounting firm designated by FUJIFILM. If any such audit discloses an underpayment of Royalties, Kornit will pay the shortfall immediately upon receipt of written notice. If such shortfall exceeds [***] percent ([***]%) of the Royalties due, Kornit shall also reimburse FUJIFILM for the costs of the audit.

2. Schedule 2 of the Agreement is hereby deleted in its entirety and replaced with the attached Schedule 2.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

3. Each reference to Kornit Digital Ltd. contained in the Agreement, shall from and after the above written date above be changed to include Kornit Digital Technologies Ltd.

Additional Amendments:

1. Section 7.9 of the Agreement is hereby changed by replacing the address for notices to be sent to FUJIFILM to read as follows:

“In the case of FUJIFILM:

Chief Executive Officer
FUJIFILM Dimatix, Inc.
2230 Martin Avenue
Santa Clara, CA 95050
Facsimile: (408) 565-9151

with a copy to:
FUJIFILM Holdings America Corporation
200 Summit Lake Drive
Valhalla, NY 10595-1356
Attn: Legal Department
Facsimile: (914) 789-8514
E-mail: Legal.Department@fujifilm.com

2. This Amendment will be effective as of the date above written.

3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date above written.

FUJIFILM DIMATIX, INC.

By: /s/ Martin Schoeppler
Name: Martin Schoeppler
Title: CEO and President

KORNIT DIGITAL LTD

By: /s/ Ofer Ben-Zur
Name: Ofer Ben-Zur
Title: CEO

KORNIT DIGITAL TECHNOLOGIES LTD.

By: /s/ Ofer Ben-Zur
Name: Ofer Ben-Zur
Title: CEO

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 2

PRICES FOR FUJIFILM PRODUCTS

The following prices include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

PART NUMBER	DESCRIPTION	ORDER QTY	UNIT PRICE
05536	Nova JA 256/80 AAA		\$ [***]*
09493	Galaxy JA 256/80 AAA	[***]	\$ [***]

*Note - This pricing is based on Kornit taking delivery of a minimum of [***] Nova JA 256/80 AAA units for the period July 1, 2010 through June 30, 2011. If the volume is not achieved, FUJIFILM reserves the right to increase pricing to \$[***] for future units.

B. PRICE INCREASES

Beginning [***] after the Effective Date, FUJIFILM may, by written notice delivered [***] in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

C. ROYALTIES

- 1) Kornit shall pay to FUJIFILM a Royalty equal to five percent (5%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink.
- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the five percent (5%) Royalty referenced in subsection 1) above, pay to FUJIFILM a Royalty equal to two percent (2%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for such Kornit Product pursuant to this Schedule 2.
- 3) The first \$500,000 of ink sales (on an annual basis, with annual being January 1 to December 31) is not subject to the royalty provisions under Section 1 above.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

OEM SUPPLY AGREEMENT PRICING AMENDMENT #5

This OEM Supply Agreement Pricing Amendment #5 (the "Amendment") is made and entered into as of the 4th day of October, 2011 by and between FUJIFILM Dimatix, Inc., formerly known as **Spectra Printing, a division of Dimatix, Inc.** ("FUJIFILM") and **Kornit Digital Ltd. and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd.** ("Company"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement, as hereinafter defined.

WITNESSETH

WHEREAS, FUJIFILM and Company are parties to an OEM Supply Agreement dated **January 6, 2006, OEM Supply Agreement Amendment #1 dated September 20, 2006, OEM Supply Agreement Amendment #2 dated September 1, 2007, OEM Supply Agreement Amendment #3 dated March 17, 2008 and OEM Supply Agreement Amendment #4 dated July 1, 2010** (the "Agreement"), under which FUJIFILM provides to Company, and Company procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule 2 of the Agreement is hereby deleted in its entirety and a new Schedule 2 is attached.

Additional Amendments:

1. Section 7.9 of the Agreement is hereby changed by replacing the address for notices to be sent to FUJIFILM to read as follows:

"In the case of FUJIFILM:

Chief Executive Officer
FUJIFILM Dimatix, Inc.
2230 Martin Avenue
Santa Clara, CA 95050
Facsimile: (408) 565-9151

with a copy to:
FUJIFILM Holdings America Corporation
200 Summit Lake Drive
Valhalla, NY 10595-1356
Attn: Legal Department
Facsimile: (914) 789-8514
E-mail: legaldepartment@fujifilm.com

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

2. This Amendment will be effective as of the date above written.
3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate originals, or in signed fax copies to be followed by duplicate originals by their duly authorized representatives as of the date above written.

FUJIFILM DIMATIX INC.

By: /s/ Martin Schoeppler
Name: Martin Schoeppler
Title: CEO and President

KORNIT DIGITAL LTD.

By: /s/ Ofer Ben-Zur
Name: Ofer Ben-Zur
Title: CEO

KORNIT DIGITALTECHNOLOGIES LTD.

By: /s/ Ofer Ben-Zur
Name: Ofer Ben-Zur
Title: CEO

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 2

PRICES FOR FUJIFILM PRODUCTS

The following prices include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

PART NUMBER	DESCRIPTION	ORDER QTY	UNIT PRICE
05536	Nova JA 256/80 AAA	***	\$ ***
09493	Galaxy JA 256/80 AAA	***	\$ ***

B. PRICE INCREASES

Beginning [***] after the Effective Date, FUJIFILM may, by written notice delivered [***] in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

C. ROYALTIES

- 1) Kornit shall pay to FUJIFILM a Royalty equal to [***] percent ([***]%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink.
- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the [***] percent ([***]%) Royalty referenced in subsection 1) above, pay to FUJIFILM a Royalty equal to [***] percent ([***]%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for such Kornit Product pursuant to this Schedule 2.
- 3) The first \$[***] of ink sales (on an annual basis, with annual being January 1 to December 31) is not subject to the royalty provisions under Section 1 above.

D. REBATE PROGRAM

Kornit shall earn a per machine rebate for Galaxy JA 256/80 AAA Printheads (7 printheads per machine) that are used in the Kornit Breeze Direct on Garment Entry Level Printer. The rebate will be \$[***] per printer shipped by Kornit (\$[***] rebate x 7 printheads). The rebate will be issued as a credit toward current or new invoices for purchases of FUJIFILM Products. This rebate program became effective June 1, 2010.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

OEM SUPPLY AGREEMENT PRICING AMENDMENT #6

This OEM Supply Agreement Pricing Amendment #6 (the "Amendment") is made and entered into as of the **6th** day of **December, 202012** by and between FUJIFILM Dimatix, Inc., formerly known as **Spectra Printing, a division of Dimatix, Inc.** ("FUJIFILM") and **Kornit Digital Ltd. and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd.** ("Company"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement, as hereinafter defined.

WITNESSETH

WHEREAS, FUJIFILM and Company are parties to an OEM Supply Agreement dated **January 6, 2006, OEM Supply Agreement Amendment #1 dated September 20, 2006, OEM Supply Agreement Amendment #2 dated September 1, 2007, OEM Supply Agreement Amendment #3 dated March 17, 2008, OEM Supply Agreement Amendment #4 dated July 1, 2010 and OEM Supply Agreement Pricing Amendment #5 dated October 4, 2011** (the "Agreement"), under which FUJIFILM provides to Company, and Company procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule 2 of the Agreement is hereby deleted in its entirety and a new Schedule 2 is attached.

Additional Amendments:

1. Section 7.9 of the Agreement is hereby changed by replacing the address for notices to be sent to FUJIFILM to read as follows:

"In the case of FUJIFILM:
 Chief Executive Officer
 FUJIFILM Dimatix, Inc.
 2230 Martin Avenue
 Santa Clara, CA 95050
 Facsimile: (408) 565-9151

with a copy to:
 FUJIFILM Holdings America Corporation
 Valhalla, NY 10595-1356
 Attn: Legal Department
 Facsimile:
 (914) 789-8514
 E-mail:legaldepartment@fujifilm.com

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

2. This Amendment will be effective as of the date above written.
3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate originals, or in signed fax copies to be followed by duplicate originals by their duly authorized representatives as of the date above written.

FUJIFILM DIMATIX, INC.

By: /s/ Martin Schoeppler

Name: Martin Schoeppler

Title: CEO and President

KORNIT DIGITAL LTD.

By: /s/ Ofer Ben-Zur

Name: Ofer Ben-Zur

Title: CEO

KORNIT DIGITAL TECHNOLOGIES LTD

By: /s/ Ofer Ben-Zur

Name: Ofer Ben-Zur

Title: CEO

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 2

PRICES FOR FUJIFILM PRODUCTS

The following prices include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

PART NUMBER	DESCRIPTION	ORDER QTY	UNIT PRICE
05536	Nova JA 256/80 AAA	***	\$ ***
09493	Galaxy JA 256/80 AAA	***	\$ ***
22140	PQ-256/35 JM	***	\$ ***
22168	PQ-256/85 JM	***	\$ ***

B. PRICE INCREASES

Beginning *** after the Effective Date, FUJIFILM may, by written notice delivered *** in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

C. ROYALTIES

- 1) Beginning January 1, 2013, Kornit shall pay to FUJIFILM Royalty based on the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink as follows:
 - a) At a rate equal to *** percent (***)% of the first \$*** million on a yearly basis (with yearly defined as January 1 to December 31) and then at a rate equal to *** percent (***)% of amounts over \$*** million for the remainder of same year.
 - b) The Royalty rate will reset as defined in a) above each January 1.
- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the *** percent (***)% Royalty referenced in subsection 1) above, pay to FUJIFILM a Royalty equal to *** percent (***)% of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for such Kornit Product pursuant to this Schedule 2

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as ***. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

D. REBATE PROGRAM

Kornit shall earn a per machine rebate for Galaxy JA 256/80 AAA Printheads (7 printheads per machine) that are used in the Kornit Breeze Direct on Garment Entry Level Printer. The rebate will be \$[***] per printer shipped by Kornit (\$[***] rebate x 7 printheads). The rebate will be issued as a credit toward current or new invoices for purchases of FUJIFILM Products. This rebate program became effective June 1, 2010.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

OEM SUPPLY AGREEMENT PRICING AMENDMENT #7

This OEM Supply Agreement Pricing Amendment #7 (the "Amendment") is made and entered into as of the 1st day of **February**, 2013 by and between FUJIFILM Dimatix, Inc., formerly known as **Spectra Printing, a division of Dimatix, Inc.** ("FUJIFILM") and **Kornit Digital Ltd. and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd.** ("Company"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement; as hereinafter defined.

WITNESSETH

WHEREAS, FUJIFILM and Company are parties to an OEM Supply Agreement dated **January 6, 2006, OEM Supply Agreement Amendment #1 dated September 20, 2006, OEM Supply Agreement Amendment #2 dated September 1, 2007, OEM Supply Agreement Amendment #3 dated March 17, 2008, OEM Supply Agreement Amendment #4 dated July 1, 2010, OEM Supply Agreement Pricing Amendment #5 dated October 4, 2011 and OEM Supply Agreement Pricing Amendment #6 dated December 6, 2012** (the "Agreement"), under which FUJIFILM provides to Company, and Company procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule 2 of the Agreement is hereby deleted in its entirety and a new Schedule 2 is attached.

Additional Amendments:

1. Section 7.9 of the Agreement is hereby changed by replacing the address for notices to be sent to FUJIFILM to read as follows:

"In the case of FUJIFILM:
 Chief Executive Officer
 FUJIFILM Dimatix, Inc.
 2230 Martin Avenue
 Santa Clara, CA 95050
 Facsimile: (408) 565-9151

with a copy to:
 FUJIFILM Holdings America Corporation
 200 Summit Lake Drive
 Valhalla, NY 10595-1356
 Attn: Legal Department

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

Facsimile: (914) 789-8514
E-mail: legaldepartment@fujifilm.com

2. This Amendment will be effective as of the date above written.
3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate originals, or in signed fax copies to be followed by duplicate originals by their duly authorized representatives as of the date above written.

FUJIFILM DIMATIX, INC.

By: /s/ Martin Schoeppler
Name: Martin Schoeppler
Title: CEO & President

KORNIT DIGITAL LTD.

By: /s/ Ofer Ben-Zur
Name: _____
Title: _____

KORNIT DIGITAL TECHNOLOGIES LTD

By: /s/ Ofer Ben-Zur
Name: _____
Title: _____

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 2

PRICES FOR FUJIFILM PRODUCTS

The following prices include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

PART NUMBER	DESCRIPTION	ORDER QTY	UNIT PRICE
05536	Nova JA 256/80 AAA	***	\$ ***
09493	Galaxy JA 256/80 AAA	***	\$ ***
22140	PQ-256/35 JM	***	\$ ***
22168	PQ-256/85 JM	***	\$ ***

B. PRICE INCREASES

Beginning [***] after the Effective Date, FUJIFILM may, by written notice delivered [***] in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

C. ROYALTIES

- 1) Beginning January 1, 2013, Kornit shall pay to FUJIFILM Royalty based on the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink as follows:
 - a) At a rate equal to [***] percent ([***]%) of the first \$[***] million on a yearly basis (with yearly defined as January 1 to December 31) and then at a rate equal to [***] percent ([***]%) of amounts over \$[***] million for the remainder of same year.
 - b) The Royalty rate will reset as defined in a) above each January 1.
- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the [***] percent ([***]%) Royalty referenced in subsection 1) above, pay to FUJIFILM a Royalty equal to [***] percent ([***]%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for such Kornit Product pursuant to this Schedule 2

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

D. REBATE PROGRAM

Kornit shall earn a per machine rebate for Galaxy JA 256/80 AAA Printheads (7 printheads per machine) that are used in the Kornit Breeze Direct on Garment Entry Level Printer. The rebate will be \$[***] per printer shipped by Kornit (\$[***] rebate x 7 printheads). The rebate will commence on February 1, 2013 and continue for twelve (12) months until January 31, 2014. The rebate will be issued as a credit toward current or new invoices for purchases of FUJIFILM Products.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

OEM SUPPLY AGREEMENT AMENDMENT #8

This OEM Supply Agreement Amendment #8 (the "Amendment") is made and entered into as of the 1st day of January, 2014 ("Amendment #8 Effective Date") by and between FUJIFILM Dimatix, Inc., formerly known as **Spectra, Inc.** ("FUJIFILM") and **Kornit Digital Ltd. and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd.** ("Company"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement, as hereinafter defined.

WITNESSETH

WHEREAS, FUJIFILM and Company are parties to an OEM Supply Agreement dated **January 6, 2006, OEM Supply Agreement Amendment #1, dated September 20, 2006, OEM Supply Agreement Amendment #2 dated September 1, 2007, OEM Supply Agreement Amendment #3 dated March 17, 2008, OEM Supply Agreement Amendment #4 dated July 1, 2010, OEM Supply Agreement Pricing Amendment #5 dated October 4, 2011, OEM Supply Agreement Pricing Amendment #6 dated December 6, 2012 and OEM Supply Agreement Pricing Amendment #7 dated February 1, 2013** (the "Agreement"), under which FUJIFILM provides to Company, and Company procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

Amendments:

1. Schedule 2 of the Agreement is hereby deleted in its entirety and a new Schedule 2 is attached hereto and made a part of the Agreement.
2. This Amendment will be effective as of the Amendment #8 Effective Date.
3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment #8 Effective Date.

FUJIFILM DIMATIX, INC.

By: /s/ Martin Schoeppler

Name: Martin Schoeppler

Title: CEO and President

KORNIT DIGITAL LTD.

By: /s/ Ofer Ben-Zur

Name: Ofer Ben-Zur

Title: CEO

KORNIT DIGITAL TECHNOLOGIES LTD

By: /s/ Osnar Michaeli

Name: Osnar Michaeli

Title: CFO

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 2

PRICES FOR FUJIFILM PRODUCTS

The following prices include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

PART NUMBER	DESCRIPTION	ORDER QTY	UNIT PRICE
05536	Nova JA 256/80 AAA	[***]	\$ [***]*
09493	Galaxy JA 256/80 AAA	[***]	\$ [***]*
22140	PQ-256/35 JM	[***]	\$ [***]
22168	PQ-256/85 JM	[***]	\$ [***]

The pricing for Nova JA 256/80 AAA and Galaxy JA 256/80 AAA is set for [***] starting [***] and ending [***].

B. PRICE INCREASES

Beginning [***] after the Effective Date, and/or from time to time thereafter, FUJIFILM may, by written notice delivered [***] in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

C. ROYALTIES

- 1) Beginning January 1, 2014, Kornit shall pay to FUJIFILM a Royalty based on the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink as follows:
 1. At a rate equal to [***] percent ([***]%) up to a maximum of \$[***] million for a two (2) year period, beginning January 1, 2014 and ending December 31, 2015.
- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the [***] percent ([***]%) Royalty referenced in subsection 1 above, pay to FUJIFILM a Royalty equal to [***] percent ([***]%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for FUJIFILM Products pursuant to this Schedule 2.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

D. REBATE PROGRAM

Kornit shall earn a per machine rebate for Galaxy JA 256/80 AAA Printheads (7 printheads per machine) that are used in the Kornit Breeze Direct on Garment Entry Level Printer. The rebate will be \$[***] per printer shipped by Kornit (\$[***] rebate x 7 printheads) to a Third Party Customer. This rebate offer will commence on January 1, 2014 and continue in effect for twelve (12) months until December 31, 2014. The rebate will be issued to Kornit as a credit to be used by Kornit toward future FUJIFILM Product purchases.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

OEM SUPPLY AGREEMENT AMENDMENT #9

This OEM Supply Agreement Amendment #9 (“Amendment #9”) is made as of August 22, 2014 (“Amendment #9 Effective Date”) between FUJIFILM Dimatix, Inc., formerly known as Spectra, Inc. (“FUJIFILM”) and Kornit Digital Ltd. and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd. (“Company”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement (as defined below).

WHEREAS, FUJIFILM and Company are parties to an OEM Supply Agreement dated January 6, 2006, as amended by Amendment #1 dated September 20, 2006, Amendment #2 dated September 1, 2007, Amendment #3 dated March 17, 2008, Amendments dated July 1, 2010, Amendment #5 dated October 4, 2011, Amendment #6 dated December 6, 2012, Amendment #7 dated February 1, 2013 and Amendment #8 dated January 1, 2014 (collectively, the “Agreement”) under which FUJIFILM provides to Company, and Company procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.4 of the Agreement is deleted in its entirety and replaced with the following new Section 2.4:

2.4 Kornit will provide FUJIFILM with a written report, no later than [***] following the end of [***] during the Term, describing (i) the amount, type and price of all Ink sold, leased or otherwise disposed of, for use with Kornit Product during such period, together with a detailed calculation sufficient to establish a state of contingent payment due for [***], and (ii) a contingent payment, if any, due pursuant to Schedule 2 attached hereto for Kornit Products sold during such period. Kornit will pay any contingent payment due on a bi-annual basis (June 30 and December 31 of each year). FUJIFILM shall have the right to audit the books and records of Kornit [***] year during the Term to verify the contingent payment paid and applicable [***] reports. The audit shall be conducted by an accounting firm designated by FUJIFILM. If any such audit discloses an underpayment of contingent payment, Kornit will pay the shortfall immediately upon receipt of written notice. If such shortfall exceeds [***] percent ([***]%) of the contingent payments due, Kornit shall also reimburse FUJIFILM for the costs of the audit.

2. Schedule 2 of the Agreement is deleted in its entirety and replaced with a new Schedule 2 attached hereto and made part of the Agreement.
3. This Amendment #9 shall be effective as of the Amendment #9 Effective Date.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

4. The state and federal law of the State of California, United States of America, shall govern the interpretation and enforcement of this Agreement and any dispute arising out of or related to this Agreement, without giving effect to any conflict of laws principles that may cause the law of any other jurisdiction to apply.
5. Except as expressly provided herein, the Agreement remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #9 to be executed by their duly authorized representatives as of the Amendment #9 Effective Date.

FUJIFILM DIMATIX, INC.

By: /s/ Martin Schoeppler
Name: Martin Schoeppler
Title: CEO and President

KORNIT DIGITAL LTD.

By: /s/ Osnar Michaeli, /s/ Ofer Ben-Zur
Name: Osnar Michaeli, /s/ Ofer Ben-Zur
Title: CFO, CEO

KORNIT DIGITAL TECHNOLOGIES LTD

By: /s/ Osnar Michaeli, /s/ Ofer Ben-Zur
Name: Osnar Michaeli, /s/ Ofer Ben-Zur
Title: CFO, CEO

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 2

PRICES FOR FUJIFILM PRODUCTS

The following prices include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

PART NUMBER	DESCRIPTION	ORDER QTY	UNIT PRICE
05536	Nova JA 256/80 AAA	[***]	\$ [***]*
09493	Galaxy JA 256/80 AAA	[***]	\$ [***]*
22140	PQ-256/35 JM	[***]	\$ [***]
22168	PQ-256/85 JM	[***]	\$ [***]

*The pricing for Nova JA 256/80 AAA and Galaxy JA 256/80 AAA is set for [***] starting [***] and ending [***].

B. PRICE INCREASES

Beginning [***] after the Effective Date, and/or from time to time thereafter, FUJIFILM may, by written notice delivered [***] in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

C. CONTINGENT PAYMENT

- 1) Beginning January 1, 2014, Kornit shall pay to FUJIFILM a contingent payment based on the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink as follows:
 - I. At a rate equal to [***] percent ([***]%) up to a maximum of \$[***] million for a two (2) year period, beginning January 1, 2014 and ending December 31, 2015.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the [***] percent ([***]%) contingent payment referenced in subsection 1 above, pay to FUJIFILM a contingent payment equal to [***] percent ([***]%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for FUJIFILM Products pursuant to this Schedule 2.

D. REBATE PROGRAM

Kornit shall earn a per machine rebate for Galaxy JA 256/80 AAA Printheads (7 printheads per machine) that are used in the Kornit Breeze Direct on Garment Entry Level Printer. The rebate will be \$[***] per printer shipped by Kornit (\$[***] rebate x 7 printheads) to a Third Party Customer. This rebate offer will commence on January 1, 2014 and continue in effect for twelve (12) months until December 31, 2014. The rebate will be issued to Kornit - as a credit to be used by Kornit toward future FUJIFILM Product purchases.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

English translation of the original Hebrew document.

Framework Agreement for the Serial Turn Key Manufacture and Supply of Avalanche, Avalanche 1000 and Storm II Printers

Made and executed on the 19th day of November 2014

(hereinafter: the “Effective Date”)

Between:

ITS Industrial Techno logic Solutions Ltd.

Private Company No. 512833740

(hereinafter: the “Supplier”)

And:

Kornit Digital Technologies Ltd.

Private Company No. 513846758

(hereinafter: the “Customer”)

- Whereas:** The Customer is a manufacturer in the field of machinery for digital printing on textiles; and
- Whereas:** The Supplier is a sub-contractor with the experience, equipment, expertise, skill and human resources required for the serial manufacture and supply of the digital printing machines in accordance with the provisions of this Agreement, and all subject to the provisions of this Agreement; and
- Whereas:** The Supplier is available and is capable of performing its undertakings under this Agreement in accordance with the conditions and stipulations of this Agreement below; and
- Whereas:** On May 24, 2009, the Supplier and the Customer entered into a framework serial manufacture and turn-key supply agreement (the “Previous Agreement”); and
- Whereas:** The Parties have decided to terminate the Previous Agreement, including all sections and appendixes thereto, and to replace it with this Agreement, so that the provisions of this Agreement shall apply as of the Effective Date (and the Previous Agreement shall continue to apply with respect to the Supplier’s undertakings that were given prior to the Effective Date), all as set out in this Agreement.

Therefore, it is agreed, declared and stipulated between the Parties as follows:

1. Definitions and Appendixes

- 1.1. All of the definitions and the Appendixes constitute an integral and binding part of this Agreement.
- 1.2. Definitions

The following terms in this Agreement shall have the meanings set out below:

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

- 1.2.1. The **“Production File”** or the **“Product File”** – A document that shall be delivered to the Supplier by the Customer, containing all of the information required in order to manufacture the product the subject of the Production File, including: the technical specifications of the product, a list of the components of the product, a list of the suppliers from whom the Supplier must purchase such; the Product Tree (as defined below), the quality requirements of all parts of the product, charts, definitions of materials, drawings, sketches and plans, specifications of tests during the process and calibrations, ATP, all documentary engineering supplements done by the Supplier, and any other information relevant for manufacture of the product. The Production Files shall be in the form attached hereto as Appendix 1. For the avoidance of doubt, the Product File shall be the entire and exclusive property of the Customer and shall constitute part of the confidential information as defined in this Agreement below.
- 1.2.2. **“Product”** or **“Products”** – including all of the following: (a) The finished machine set out in the Production File; (b) the components of the machine set out in the Production File; (c) all of the spare parts of the machine and its components, as defined below; (d) any inventory of any kind whatsoever of all of the machines including the components, whether such inventory has been and/or is being manufactured and/or stored at the Customer’s request or at the Supplier’s decision and/or request.
- 1.2.3. **“Machine”** or **“Machines”** – A finished printer delivered to the Customer or a printer meeting all of the requirements of the Production File, and the conditions of this Agreement.
- 1.2.4. **“Security Inventory”** – The minimum quantity of components kept in the Supplier’s warehouses as security in accordance with the Customer’s demand as set out in Appendix 2.
- 1.2.5. **“OSP Items”** – The items, parts, spare parts and components that the Customer will provide, which the Supplier is not required to pay for.
- 1.2.6. **“Components”** – All items, parts, spare parts and components that may be ordered by the Customer from the Supplier or that may be sold or supplied by the Supplier to the Customer, provided that such are not Machines. For the avoidance of doubt, OSP Items shall not be considered to be Components.
- 1.2.7. The **“Order”** – As such term is defined in section 5.1 below. Any Order that is sent in any way, in writing, by the Customer, including via email, shall be an order that is lawfully signed by the authorized signatory of the Customer, for the purposes of this Agreement.
- 1.2.8. **“Supply”** – Products which the Supplier has delivered to the Customer. With respect to Machines – supply at the gates of the Supplier’s factory.
- 1.2.9. **“Receipt”** – (a) The Execution of testing by the Customer in accordance with the ATP defined by the Customer in writing as an integral part of the Product File and in accordance with the conditions of this Agreement, for Machines in accordance with the contents of the Product File; or (b) physical receipt by the Customer of the Products sent by the Supplier. It is agreed that any Product that is physically delivered to the Customer in respect of which no written notice of Rejection or no written notice of any defect in the Product has been delivered (including a notice via email or fax) within a period of 3 days after the date of delivery thereof to the Customer shall be deemed to be a product that has been lawfully received by the Customer.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

- 1.2.10. **“Product Tree”** – Written details which shall be given by the Customer to the Supplier, including all of the parts, components and items required for construction of the Product. In the Product Tree, the Customer shall set out, for each part, component and item, the party that manufactures it. The Product Tree shall be kept in the Product File.
- 1.2.11. **“Loading”** – The price that the Customer will pay the Supplier for the costs of supply in the Supply of the Customer's Orders.
- 1.2.12. **“BOM”** (Bill of Material) – A list that will be prepared by the Supplier, setting out the price of each of the parts and items contained in the Product Tree. It is agreed that any change to the Product Tree or to the BOM will give rise to a change in the prices of the Machines and the Products set out in this Agreement. Any price change as aforesaid shall be effected with the consent of both of the Parties to this Agreement in writing, under the ECO procedure as defined in this Agreement below.
- 1.2.13. **“ECO”** – As this term is defined in section 14.3.
- 1.2.14. **“ECO Procedure”** – A process of presentation of the significance of application by the Supplier and approval in writing by the Customer of the written document that will be drafted by the Supplier.
- 1.2.15. **“AVL”** – A list of suppliers approved by the Customer (Approved Vendors' List).
- 1.2.16. **“Obsolete Items”** – As such term is defined in section 12 below.
- 1.2.17. **“Disqualification Report”** – A report accompanying a disqualified item setting out the substance of the fault.
- 1.2.18. **“ATP”** – Acceptance Test Procedure – Written procedures for testing the Product, which shall be applied and set by the Customer, setting out the tests that are required to be performed on the Product in order to ensure that it is complete and in working order. The ATP shall match the Product File.
- 1.2.19. **“MOQ”** – The minimum quantity of Orders of Products.
- 1.2.20. **“Lead Time”** – Details issued by the Supplier to the Customer setting out the amount of time after the date of the Order in which the Customer will be able to receive the Product ordered by it.

1.3. List of Appendixes

Appendix 1: Production File + BOM + Full pricing of the Machines + ATP list for the Product the subject of the Production File + Product Tree the subject of the Production File.

Appendix 2: LLI (Long Lead Items) components; MOQ (Minimum of Quantity) items; AVL (Approved Vendors List); Security Inventory.

Appendix 3: Non-Disclosure and Non-Competition Undertaking Qualified to Specific Field.

*** Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [***]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

Appendix 4: Certificate of Insurances.

Appendix 5: Certification of Authorized Signatories for the Customer.

Appendix 6: Details of ATP Procedures for every Product the subject of a Production File.

2. **Scope of Agreement**

This Agreement constitutes a framework for the legal and commercial relations between the Parties to the extent that such relate to Orders, to the planning of purchases, and to the production of the Products the subject of this Agreement. This Agreement, and the Appendixes hereto, including all of the declarations and undertakings contained herein, shall apply to each of the Orders of Products under this Agreement (including the order of Machines and Components and shall also apply to all of the Production Files which shall be provided by the Customer to the Supplier from time to time, and to the relationship between the Parties to this Agreement to the extent that such relates to any Product that may be ordered from the Supplier by the Customer and/or that may be designed and/or manufactured and/or ordered and/or prepared and/or delivered by the Supplier to the Customer). The provisions of this Agreement shall constitute an integral part of all of the work orders and of any other document that may be exchanged by the Parties and/or a person acting on their behalf with respect to any product the subject of this Agreement.

The Parties confirm and declare that this Agreement terminates the Previous Agreement and all of the conditions, Appendixes and provisions thereof, in such a way that as of the date of execution of this Agreement, the Previous Agreement shall be deemed to have been terminated by the consent of the Parties and to have expired completely.

3. **Declarations of the Parties**

3.1. The Supplier declares that it has the equipment, knowledge, ability, experience, tools, skills, means and professional qualifications required for the performance of its undertakings under this Agreement, including that it is able to meet its undertakings under this Agreement in terms of the human resources that will be required in order to perform its undertakings, and with respect to the quality and skill of such performance. The Supplier hereby undertakes to manufacture the Machines in accordance with the provisions of the Orders and the Production Files, exclusively for the Customer, in accordance with the Production Files, the AVLs that constitute an appendix to this Agreement and the technical specifications contained in the Production File that constitutes an appendix to this Agreement, at the appropriate production quality, in accordance with reasonable standards acceptable in the market, and in accordance with the conditions and stipulations of this Agreement.

3.2. The Supplier declares and undertakes that its entry into this Agreement and performance of its undertakings hereunder shall not contradict and/or contravene any other undertaking nor breach any other agreement, whether oral or in writing, by the Supplier vis-à-vis any third party whatsoever. The Supplier undertakes that it has all of the licenses or permits required under any law for the purpose of performance of its undertakings under the provisions of this Agreement and inter alia, a business license. The Supplier undertakes to obtain all of the permits and certificates required in the future of the Supplier by any competent authority if so required, under any law, for the purpose of manufacture of the Products in accordance with the provisions of this Agreement and the law, in such a way as not to harm the continued continuous manufacture of the Machines and the parts the subject of this Agreement for the Customer, all in accordance with the provisions of this Agreement.

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- 3.3. The Supplier declares that it has the economic and financial abilities and the other characteristics required to enable it to perform its undertakings under this Agreement.
- 3.4. The Supplier undertakes to implement an internal quality control process prior to delivery of the Products to the Customer.
- 3.5. Without derogating from the provisions of this Contract, to the extent set out in the Supplier's undertakings in accordance with the provisions of this Agreement, the Supplier hereby undertakes to act in accordance with all of the laws and/or regulations and/or ordinances and/or orders and/or provisions and/or rules of any law and/or any collective agreement or other labor agreement that may apply to its employees, including, without restriction: with respect to deductions and/or deposits by the Supplier with respect to National Insurance; government health insurance; pension plans; or other remunerations plans of any kind whatsoever; insurance for loss of capacity to work; for the performance of all safety rules. The Supplier hereby expressly declares and agrees that it shall indemnify the Customer for any direct damage that may be caused to the Customer for the breach set out in this section, and the Customer shall not bear any liability and/or responsibility whatsoever in the event that the Supplier does not perform the provisions of this section.
- 3.6. The Supplier is aware that neither this Contract nor any of the provisions of it shall serve to restrict the Customer from contracting, in such manner and on such conditions and at such time as it may see fit, with any other supplier for the purpose of manufacture of the Products or alternatively, from manufacturing the Products itself. Furthermore, the Customer is aware that this Agreement or any of the provisions hereof shall not serve to restrict the Supplier from contracting, in such manner and on such conditions and at such time as it may see fit, with any third party for the purposes of planning and/or manufacturing and/or constructing any products that are not the Products as defined in this Agreement, for any third party, subject to section 23 (non-competition).

4. Human Resources

- 4.1. Transition of the system to turn-key manufacture involves the provision of a great deal of technological and operational information from the Customer to the Supplier and therefore, it is very important that the Supplier consolidates and maintains a suitable technological and operational team.

This team shall include:

- * A project manager who shall be the commercial and operational Point of Contact (POC).
- * A Head of Assembly Team.
- * An advisory Engineer from the Engineering Department who will be the POC for all future engineering conduct.
- * Quality assurance.

- 4.2. The Supplier's Human Resources shall be skilled and professional and shall have the qualifications required to manufacture the Products the subject of this Agreement with skill and to a reasonable level.

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5. Order

- 5.1. The Customer shall order manufacture of the Products from the Supplier at its discretion. The Customer shall order Products from the Supplier in writing, by dispatch of a written order or email, approved by the Customer's authorized signatory, which shall contain all of the details necessary in order to manufacture the ordered Product, including a Product Tree, BOM, a full Production File and any other information that may be required for the purpose of manufacture of the ordered Product (hereinabove and hereinafter: the "**Order**"). The Supplier shall confirm receipt of the Order, in the event that it complies with the conditions of the Contract, by email, within five (5) business days of the date of receipt thereof. Confirmation of receipt of the Order shall not constitute confirmation of the dates of supply, which shall be agreed upon by the Parties. The Orders shall be delivered to the Supplier at least [***] months prior to the date of Supply (the requisite Lead Time). The Supplier is required to manufacture the Products in the quantities and within the times required in accordance with the Production Orders, subject to the provisions of this Agreement.
- 5.2. Lead Time – the Supplier shall supply the Order within 20 business days after receipt of the component with the longest supply time, and all subject to the performance of all of the Customer's undertakings under the provisions of this Agreement. The Customer agrees that the Lead Time may be extended in accordance with the list of suppliers (AVL) with whom the Supplier is required to work in accordance with the Customer's instructions.
- 5.3. Forecast of Production Orders. The Customer shall provide the Supplier with the forecast of Orders for the subsequent year, not later than the end of November of each calendar year, and shall update such forecast from time to time. The Order forecast shall not bind the Parties and shall be used for the Supplier's planning purposes only. The forecast shall be for the sake of indication only, and shall not bind the Parties. Only actual Orders shall be binding.
- 5.4. It is agreed that the provisions of this Agreement shall apply to any Production Order issued by the Customer to the Supplier for supply of the Products, whether the Production Order contains an express reference to this Agreement, or not. In the event of a contradiction between the provisions of this Agreement and the provisions of the Production Order, the provisions of this Agreement shall prevail unless the Production Order specifically states that a specific provision shall prevail over the provisions of this Agreement, and the Production Order is signed by both Parties.

6. Security Inventory

- 6.1. The Supplier is responsible for purchasing the raw materials in the quantity and quality sufficient for the performance of the Production Order. The Supplier shall keep security inventory for the raw material suppliers in accordance with the Customer's instructions and subject to a cover order received from the Customer, and subject to the effecting of the required payment by the Customer to the Supplier for the cover order. The Supplier undertakes to warn the Customer of any significant lack (known to it) of raw materials immediately upon becoming aware of such. Any change in any raw material shall require the prior written consent of the Customer and shall only be made after the successful completion of manufacture of the Product experimentally, using the raw material. The Customer may give notice to the Supplier that it will itself, and at its own expense, manage the security inventory directly with the raw material suppliers, and in such a case, the Customer waives any claim and/or suit and/or demand against the Supplier originating in and/or relating to and/or connected with management of the security inventory, and in such a case, the Supplier shall be required to receive the Customer's consent in order to make use of the security inventory.

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- 6.2. Inventory imported from ITS China in accordance with the AVL – the Supplier undertakes to maintain security inventory in Israel subject to a cover order for withdrawal which shall be provided by the Customer, and subject to the making of the requisite payment by the Customer to the Supplier for such cover order, at the end of one year after the date of the order, beyond the Order for the Machines. For the avoidance of doubt, the Customer undertakes to purchase the aforesaid security inventory at the price and on the payment conditions set out in such cover order, in the event that the Supplier and/or the Customer do not use the inventory imported from ITS China prior to one year after the date of order of it. The Customer shall be entitled to give notice to the Supplier, in writing, to use the existing security inventory and not to add any additional inventory, all at the Customer's liability.
- 6.3. The Customer may define a list of LLI items which the Supplier must keep in stock in order to shorten the Lead Time, including a number of units of each such item. Upon receipt of LLI items and/or any part thereof in the Supplier's Warehouse, the Customer shall pay the Supplier the price of such items (as appearing in the BOM).

7. Production and Assembly

- 7.1. Production of the parts and the items manufactured exclusively for the Customer that are not shelf items (hereinafter: “**Make Items**”) shall be effected in accordance with the Customer's sketch that is contained in the Product File. The Machines shall be assembled in accordance with the assembly instructions that will be provided by the Customer in writing as part of the Production File on the date of provision of the Production File to the Supplier.
- 7.2. The Machines shall only be assembled by a team that has undergone training by the Supplier and that has received a certificate of authorization from the Supplier's Quality Assurance Unit. The Supplier shall be responsible for authorizing the assembly team and for issuing an appropriate certificate for them. The Customer's Engineering Department Director shall receive a report of employees so authorized, upon demand.
- 7.3. Machines shall be supplied in accordance with the integration procedures and ATP, which shall be defined by the Customer, and which shall be delivered to the Supplier in writing as part of the Production File.
- 7.4. The Supplier shall be responsible for ensuring that the assembly area is in good order in accordance with the scope of production.
- 7.5. All of the equipment assembled shall be stored under a roof.

8. Reports

- 8.1. At the written request of the Customer, within two days of the date of such request, a production and supply plan status report shall be provided to the Customer which shall be prepared and updated by the Supplier from time to time in accordance with the progress of work on the Product by the Project Manager. In addition, within seven days of the date of the request, a report of deficiencies shall be provided.

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- 8.2. At the Customer's request, the Supplier shall supply a stocktake report to the Customer of components belonging to the Customer which are in the Supplier's warehouses, once every quarter.
- 8.3. At the Customer's request, within seven (7) days of the date of such request, the Supplier shall provide a stocktake report to the Customer of the printer heads (contained in the BOM) of Products ordered by the Customer which are in the Supplier's warehouses, once a month.
- 8.4. The Supplier shall purchase the components of the Products which the Supplier is responsible for purchasing in accordance with the provisions of this Agreement, and subject to the performance of the Customer's undertakings under the provisions of this Agreement. Purchasing shall be effected in accordance with the provisions of the Production File, the AVL list, and the provisions of this Agreement, and the Customer shall provide the Supplier with all of the components that it is responsible for providing to the Supplier, in accordance with the Production File. Any addition and/or replacement of a Supplier on the AVL list shall require the prior written consent of the Customer.
- 8.5. The Supplier shall report the commencement of the implementation of every ECO by email, bearing the date of application and the Machine number.
- 8.6. The Customer shall be liable for updating sketches and current specifications of the engineering changes to all approved suppliers (the AVL), and shall provide the Supplier with a copy of all up-to-date sketches and specifications. The Supplier shall update the price of the Machine in accordance with the changes made to the BOM. The Supplier shall update the sub-suppliers (AVL) with updated sketches which shall be provided by the Customer within a reasonable time.
- 8.7. The Supplier shall report to the Customer of any substantial faults or problematic work processes that may be discovered or that are expected to be discovered, to the best of the Supplier's knowledge, in manufacture, within a reasonable time of occurrence of the fault. In the event of a substantial fault which might cause a safety or quality problem, a reasonable time shall be considered to be one business day after occurrence of the fault.

9. Inventory Management

The Supplier shall store the product inventory, the parts, the components and the equipment ordered by the Customer (hereinabove and hereinafter: the “**Inventory**”) in accordance with the manufacturer's instructions.

10. Supplier's Obligation to Purchase Inventory from the Customer

- 10.1. The prices of the components included in the Inventory that are sold to the Supplier by the Customer shall be identical to the price in the BOM of such components appearing on the up-to-date BOM list.
 - 10.1.1. An item that is found not to be in compliance with the Supplier's requirements shall be reported soon after discovery of the problem by the Supplier and shall be returned to the Customer with a credit to the Supplier for return of the item, in the sum of the relevant purchase price as set out in section 20 of this Agreement.

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- 10.1.2. The Customer undertakes that all of the items of Inventory provided to or sold by it and/or a person acting on its behalf to the Supplier shall be in good and proper condition, in compliance with the production standard and the warranty of the manufacturer who manufactured the aforesaid items, and are suitable to be included among the Products the subject of this Agreement. The Customer shall be liable for any damage that may be caused to the Supplier and/or the Product and/or the Machine for any fault and/or problem and/or defect and/or damage to the items of Inventory and/or to any item or component whatsoever sold and/or delivered by the Customer and/or a person acting on its behalf to the Supplier. Items of Inventory shall be purchased in such quantities, on such dates of supply and payment in accordance with the Customer's Orders and subject to the performance of the Customer's undertakings under the provisions of this Agreement.
- 10.1.3. The Customer shall, at its expense, collect from the Supplier items of Inventory that are damaged and/or faulty and/or not in order and/or in any other way not in accordance with the provisions of this Agreement, and shall immediately provide alternative items of Inventory to the Supplier, at its expense, that are in order and suitable and in compliance with all of the conditions set out in this Agreement. The Supplier undertakes to prepare for the Customer's collection faulty items supplied by the Customer and/or a person acting on its behalf and discovered by the Supplier within 10 business days of discovery of the faulty items, together with a disqualification report. The Customer undertakes to replace the faulty items with working items within 3 business days. This section shall not be relevant to machining, kits, beams and frames and other Make Items.
- 10.1.4. The Customer shall provide the items at least two weeks prior to the start of the date of assembly planned by the Supplier, and not less than one month prior to the planned date of delivery.

11. Quality Assurance; Inspection and Review

- 11.1. The Supplier shall manufacture the Product and the Components only from materials approved in the Customer's Production File. The Supplier shall not make any changes to the Product File without the prior written approval of the Customer.
- 11.2. The Supplier shall not make use of Products or Components that have not undergone acceptance review as set out in sections 11.3-11.5 below, and have been found to be perfect and precisely compliant with the specifications of the Product ordered.
- 11.3. The Supplier shall implement such acceptance review as set out in section 11.4 except for OSP Items for which no acceptance review shall be implemented.
- 11.4. Acceptance review shall be implemented on:
- * Items manufactured by the Supplier – visual review, testing of measurements, supply and raw material tests shall be implemented on 100% of items.
 - * Shelf items not specifically manufactured for Kornit – a visual inspection shall be implemented together with verification of the manufacturer's catalog number.
- 11.5. With respect to a disqualified item, or in the event of any quality problem the treatment of which needs to be decided upon (destruction, return to the Supplier, etc.) (hereinafter: MRD treatment). For OSP items, the Supplier shall be responsible for MRB reporting of OSP items to the Customer within 3 business days, together with an MRB form.

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- 11.6. Once a month, the Supplier shall provide the Customer with a concentrated MRB report, i.e., a report that contains all of the items found in quality control to be faulty or disqualified.
- 11.7. In the event that a problem or fault is found in one of the parts or mechanisms of the Product caused as the result of an act or omission on the part of the Supplier, the Supplier's Quality Manager shall send a report to the Customer's Engineering Department describing the flaw, the remedial operations and the preventative operations taken in order to prevent recurrence of the incident.
- 11.8. The Products shall be subject to final testing and examination at the Supplier's facility (ATP) as such final tests are set out in Appendix 6 to this Agreement, notwithstanding any test or examination having been originally conducted by the Supplier. The process of testing by the Customer, as set out in Appendix 6 to this Agreement, shall be implemented by the Customer at its expense, prior to the process of preparation for packaging which is done by the Supplier. The Customer shall conduct its own tests within 3 business days of receipt of appropriate notice in writing or by email from the Supplier. The Supplier shall participate, advise and assist, in a reasonable manner and on the basis of good will, in the design and performance of the tests by the Customer, where necessary. Should any faults be discovered in the Products, the Supplier shall take care to remedy such at its expense and immediately, quickly, efficiently and continuously. No test by the Customer shall release the Supplier from its liability for any incompatibility of the Product to the items in the technical specifications in the Production File.
- 11.9. The representatives of the Customer shall be entitled, upon prior coordination with the Supplier, to enter into the Supplier's factories where the Products are being manufactured, and to effect inspections and follow-up with respect to the production process and compliance thereof with the provisions of this Agreement, including with respect to the raw materials and inventory items used by the Supplier for manufacture of the Products, the production processes and the quality assurance processes.

12. Definition of Purchase Data

- 12.1. "Obsolete Items", within the meaning of this Agreement, are items or components whose manufacturer or an authorized representative of them gave notice to the Supplier and/or published a notice that the manufacture of them has been stopped on a given date (hereinafter: the "**Obsolete Notice**"). The Supplier undertakes to give notice to the Customer within 2 business days of the date of receipt by the Supplier of an Obsolete Notice as aforesaid from the manufacturer, with respect to any relevant item. The Customer shall confirm in writing to the Supplier receipt of the Obsolete Notice from the Supplier.
- 12.2. Once a year, the Supplier shall provide the Customer with an Excel File (Appendix 2) which shall contain all of the items of the Machine including MOQ, Lead Time, and security inventory, which shall be approved by the Customer. If a new item is added, the file shall be updated in accordance with data that will be provided by the Customer. The provisions of the Excel file as aforesaid shall not serve to amend the Product File or any of the appendixes thereof. Any amendment of the Product File may only be made in accordance with the procedures set out in this Agreement.

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12.3 The Supplier shall be entitled to purchase items from alternative sources of supply, i.e., sources of supply that are not set out in the Product File, and that may be chosen exclusively by the Supplier, provided that the prices set out in this Agreement shall not be changed to the Customer as a result of such change. The Supplier shall be liable for the quality of the items. The Supplier shall provide the Customer with documentation if requested. The Supplier shall not be entitled to replace OEM manufacturers without the Customer's consent. In any event, the price offered by the Supplier shall not be greater than any alternative price that the Customer may find for the same item, of the same quality. At the Customer's request, the Supplier shall provide a list of all suppliers of the manufactured items (namely that are not a shelf products), the Customer shall be entitled to approve this list. The supplier shall not modify this list without the prior written consent of the Customer.

13. **OSP Items**

- 13.1. The Supplier shall not be liable for the quality of OSP Items or their condition and they are not included in the warranty that the Supplier grants the Customer for the Machine.
- 13.2. OSP items shall be defined in the Production File.
- 13.3. The Supplier shall assemble and install the OSP Items in accordance with the Production File and/or the Customer's written instructions.
- 13.4. The Customer shall supply all of the OSP Items required for assembling the Product up to 45 days prior to the ate of supply of the Machine approved by the Supplier, and upon coordination with the Supplier.
- 13.5. A delay in the supply of OSP Items up to 15 days prior to the date of supply shall entitle the Supplier to demand that the Customer pay the entire price of the Machine on the date of supply, in accordance with the Order, and in accordance with the agreed payment conditions, notwithstanding the fact that the date of actual supply of the Machine may be deferred by the Supplier due to the delay in supply of the OSP Items, on condition that the delay in supply of them contributed to the delay in supplying the Machine. By way of example, if the Customer ordered a Machine on February 20, and the date of supply approved by the Supplier was set for June 20, but the Customer only supplied the heads for installation in the Machine on June 19, the Supplier may supply the Machine on a later date, however since the delay in supply of the heads was what caused the delay in supply of the Order, the Customer shall be charged on June 20 and shall pay the price of the Machine to the Supplier on the date so required by the Supplier.
- 13.6. OSP Items found to be faulty in the assembly process shall be replaced by the Customer within three business days.
- 13.7. The Customer shall be liable for the working order and quality of the OSP components.
- 13.8. The Supplier shall handle the OSP Items responsibly and carefully. Only the Supplier's human resources who have undergone training to construct the Products the subject of this Agreement and staff in the warehouse and quality assurance shall be entitled to handle OSP Items. **The Supplier shall not be liable for any damage that might be caused to OSP Items**, from receipt thereof by the Customer to completion of assembly of the Machine, including during the warranty period of the Machine. Notwithstanding the aforesaid, if the Supplier's information system, **when compared with Orders from the Supplier only**, and following a stock take at the Supplier, encounters a situation in which OSP Items provided to the Supplier are discovered to be missing, the Supplier shall pay the cost of the missing items to the Customer.

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14. Changes

- 14.1. The Customer shall be entitled, at any time and by notice in advance and in writing, to make changes to the Production File. The Customer shall bear all of the costs involved in any such change, in accordance with this Agreement. The Parties shall reach understandings, in good faith, with respect to possible changes in timetables and with respect to the application of the costs of such changes to the price of the Product and the Inventory to the Parties.
- 14.2. It is emphasized that the Supplier shall not have any authority to make any changes to the Product File without the prior written approval of the Customer.
- 14.3. In the event of any change whatsoever in the Product File, the Customer shall be responsible for providing the Supplier with an document setting out engineering changes to the Product File (hereinabove and hereinafter: “**Engineering Changes**” or “**ECO**”) within 3 business days of the date of imposition of any such change. The ECO document shall be submitted to the Supplier's Engineering Department for orderly receiving and implementation in the Production File. Confirmation that the ECO has been received and is being handled shall be provided by the Supplier within 2 business days of receipt.
- 14.4. Implementation of the ECO in assembly shall apply in accordance with the Customer's instruction, i.e., the Customer shall set out to the Supplier, in writing, the Machine in which ECO implementation is to commence.
- 14.5. The process of implementation of ECO includes the following Departments: Engineering, Configuration Control, Production Design and Supervision, Purchasing, and Warehouse.
- 14.6. The ECO shall be updated and implemented in products by the Supplier within 15 business days of the date of receipt of it, subject to the Supplier being able to obtain all of the necessary components within such timeframe. If this is not possible, the Customer shall choose whether to defer the date of implementation of the Engineering Change or to supply the components required in order to implement the Change to the Supplier itself, on the date prescribed in writing by the Supplier.
- 14.7. The Customer shall be responsible for providing the Supplier, in writing, with purchasing details for new items contained in the ECO (including price, supplier, MOQ). If the Customer gives notice to the Supplier in writing that the ECO is mandatory, i.e., critical and urgent, update and implementation of the ECO in Products shall be executed within 7 business days, subject to the Parties reaching a written agreement with respect to the change that may be required in the price, and in the payment conditions. In such a case, the Customer shall supply the components required for updating the ECO at its expense, immediately upon the date required by the Supplier.
- 14.8. If there is surplus Inventory as a result of the Engineering Change and this is purchased by the Supplier in accordance with the Orders provided by the Customer, all such surplus Inventory shall be purchased by the Customer, within 7 business days of the date of the notice in writing regarding the Engineering Changes, at the price agreed for pricing the Machine, plus [***]% (cost + [***]%) (cost + [***]%) as set out in the price list in section 19.3), plus VAT at law.

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15. Supply

- 15.1. Machines shall undergo integration (i.e., a process set out in the Production File and effected by the Supplier), ATP and preparation for packaging (cleaning, color corrections, etc.), defined by the Customer.
- 15.2. After preparation of the Machine for packaging, the Supplier shall conduct a review of the packaging process, in coordination with the Customer and in accordance with the packaging procedures set out in the Production File.
- 15.3. The Machines shall be supplied at the gates of the Supplier's factory.
- 15.4. Packaged Machines shall be sent for storage by the Customer, at the Customer's expense, to a storage site selected by the Customer.
- 15.5. Machines that do not contain all of the items defined in the exit kit as such term is defined in the Production File shall not be packaged and shall not leave the gates of the Supplier's factory without the written consent of the Customer.
- 15.6. The Supplier shall be liable for the completion and orderly functioning of the Products up to delivery thereof to the Customer or to the packaging company at the gate of the Supplier's factory.
- 15.7. If there is a delay in the supply plan, the Supplier must, within one week of the date requested in the Purchase Order, submit a renewed supply plan, setting out the method for closing the gap for subsequent Machines in line for Supply (a Recovery Plan) during the following month. In other words, if there is a delay in the supply of one Machine, the Supplier must send an updated supply plan containing an up-to-date date of supply for such Machine and for all subsequent Machines the supply of which is also delayed due to the delay in supplying the first Machine.

16. Cancellations, Deferrals and Advancements:

The Customer shall have the right to advance, defer or cancel the supply of Products, as follows:

16.1. Cancellations

Orders may be cancelled at no cost, except for the payments set out in this Agreement below, by way of written notice which shall be given to the Supplier at least three months prior to the date set out in the Work Order.

In the event of any cancellation of an Order, the Customer shall pay for any Inventory that the Supplier purchased in accordance with the Customer's Orders / undertakings and which cannot be cancelled without payment after the Supplier has made reasonable efforts to cancel them, plus [***]% plus VAT at law (cost + [***]% + VAT).

16.2. Deferrals

The Customer shall be entitled to defer the dates of supply set out in the Work Order provided that the Supplier receive a written notice of deferral from the Customer at least [***] days prior to the date of supply set out in the Work Order, the deferral shall be for a period of not more than 30 days, in an advance written notice to the Supplier in accordance with the following conditions and details:

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Deferral Option	Period Prior to Date of Supply set out in the Work Order
[***]	Up to 30 days
[***]% of the quantity of the Machines intended to be supplied in the coming month (i.e., the calendar month following the original date of supply set out in the original Order)	Between 31-60 days
[***]% of the quantity of the Machines intended to be supplied in the coming month (i.e., the calendar month following the original date of supply set out in the original Order)	Between 61-90 days

A notice of deferral as aforesaid may be given only once for each Machine (i.e., the Customer shall be entitled to give only one notice of deferral for each of the Machines in the Order).

Delivery of a notice of deferral within a period of less than 30 days prior to the date of supply set out in the Work Order shall require the Customer to pay [***] set out in the Work Order for the relevant Machine at the time of supply agreed upon in the original Order, and as of the date set out in the original Work Order, on the date on which the Machine is prepared for dispatch to the Customer, the Customer shall be required to send the Machine for storage immediately, at the Customer's expense and liability, at the storage site prescribed by the Customer.

In the event of deferral of the date of supply by more than 7 days due to the performance of development works by the Customer, the Customer shall be charged with payment for the production floor area that will be required for performance of the development works in accordance with the size of the area required and the period of performance of the development works (and all in accordance with the price list as set out in section 19.3 below).

16.3. Advancement of Supply of the Machine to the Customer

Advancement of Supply of a Machine to the Customer relates both to existing Orders and to new Orders that are required to be supplied within a shorter time than the Lead Time. The Supplier shall act, to the extent that such is reasonably possible, to bring forward the date of supply set out in the Order, in accordance with the written request of the Customer.

The Customer shall bear all of the costs directly incurred by the Supplier for bringing forward the date of supply (if any), including for: flying in parts and/or components and/or human resources, manufacture by an alternative supplier, sub-supplier requests for price supplements, and any other actual expense that may be incurred by the Supplier. The Supplier shall present invoices to the Customer for independent production (an agreed price list shall be presented in this case) for any such additional expenses. Every expense shall be approved in advance and in writing (including by email) by the Customer and shall be paid by the Customer on the date of payment for the Machine set out in the Order, together with the payment for the Machine, or on such other date as may be agreed upon in writing by the Parties.

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If, for the purpose of bringing forward the date of supply, the Supplier is required to deviate from ordinary operating hours, subject to the prior written approval of the Customer, the Customer shall be charged for all additional work hours invested by the Supplier, including its employees and contractors, in order to bring forward the date of supply, in accordance with the special work hour tariff under the price list set out in section 19.3.

17. Production File

The Production File or Files and all information and intellectual property rights of the Customer that are contained therein and/or that are related thereto, including as defined above, shall be and shall remain the property of the Customer alone, and there is and shall be no claim, right or argument of any kind whatsoever against the Customer for the Customer's intellectual property that is in the Production File, in whole or in part. The Production File or Files, and all of the aforesaid information, shall be returned to the Customer by the Supplier upon termination of this Agreement for any reason whatsoever, or upon termination of the orderly manufacture of the Product the subject of the Production File, whichever is the earlier. The Supplier undertakes to make no use, except as set out explicitly in this Agreement, of the Production File or Files and any of the above information, or any other equipment belonging to the Customer and/or any intellectual property right belonging to the Customer. The aforesaid shall not derogate from the Supplier's right to keep a copy of the Production File in its possession in order to perform its undertakings under this Agreement and/or in order to document the reason for the Supplier's actions, provided that the Production File, as aforesaid, and all of the portions of it, shall be subject to all of the Supplier's non-disclosure undertakings as set out in this Agreement.

18. Production Tools

- 18.1. With respect to all of the production tools which the Product Tree prescribes are to be supplied by the Customer and at its expense, but which will in fact be supplied to the Supplier by the Customer and at its expense (hereinafter: the "**Production Tools**"), the Supplier undertakes: (a) To keep and maintain all of the Production Tools and to store them in the Supplier's warehouses, all at the Supplier's expense; (b) to store the Production Tools at its own facility separate from materials that are not related to the performance of this Agreement and/or that belong to any third party whatsoever, and to mark them clearly as being the property of the Customer; (c) to keep the Production Tools in good order, with the exception of reasonable wear and tear, and to replace and repair them at its expense, if they are damaged as a result of an act of malice or negligence of the Supplier.
- 18.2. Immediately upon the rescission or termination of this Agreement, the Supplier shall return the Production Tools in full to the Customer, in working order, except for reasonable wear and tear. The Customer shall bear the costs of transfer.

19. Prices

The Machines shall be priced in the following way, and the Customer shall pay the payments set out below to the Supplier. For each Machine, the Customer shall pay the Supplier all of the following components:

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19.1. Payment for Raw Material:

The Customer shall pay the Supplier for the raw material as set out in the BOM, in accordance with the pricing for raw materials which shall be provided from time to time (and for each product that will be ordered separately) by the Supplier to the Customer, in accordance with the list of components (BOM) which will be provided by the Customer to the Supplier, plus payment for work and loading as set out in the Table below.

19.2. Payment for Work and Loading:

In addition to the payment that the Customer shall pay to the Supplier as set out in section 19.1, and to the extent that the matter relates to the specific machines set out in the Table below, the payment that the Customer shall make for loading and all work hours that the Supplier and/or a person acting on its behalf may invest in the construction and/or production and/or assembly of each of the Machines that may be ordered by the Customer shall be in accordance with the tariff appearing in the Table below. With respect to Machines that are not set out in the Table, the Parties shall agree on a price and conditions between them, in writing, and until the date of such agreement, the provisions of section 19.3 shall apply.

The level of prices set out in the Table has been set given the situation in which the Supplier is the manufacturer of at least [***]% of the Machines that it will sell to the Customer, with respect to the aforesaid Machines during the Term of the Agreement.

	931 (Storm II)	951 (Avalanche)	952 (Avalanche 1000)
Loading	NIS [***]	NIS [***]	NIS [***]
Work	NIS [***]	NIS [***]	NIS [***]
Total	NIS [***]	NIS [***]	NIS [***] ****

Additional agreements between the Parties with respect to the pricing of the Machines:

The price set out in the Table above is for the manufacture of one Machine and does not include VAT.

**** The price of Machine 952 does not include costs for [***] hours of work, in the sum of NIS [***] for the assembly of a [***] system. These costs, plus VAT, will be added to the cost of that Machine.

If a total of fewer than [***] Machines are manufactured during one calendar month, an additional NIS [***] plus VAT at law shall be added to the price for each of the Machines manufactured during such calendar month.

So long as the actual BOM of the Machine, compared with the BOM appearing in Appendix 1 to this Agreement, alters by a sum of not more than NIS [***] plus VAT, the rate of the load on the Machine shall remain unchanged. In other words, a difference of up to NIS [***] shall not give rise to a change in the price of the Machine.

(The BOM of a Machine pursuant to Appendix 1 to this Agreement, less the actual requested BOM of a Machine shall hereinafter be known as: the “**Difference**”).

If the Difference is greater than NIS [***] plus VAT, the rate of the load paid for the relevant machine shall increase by [***]% of the Difference, plus VAT at law. If the Difference is negative, and is lower than minus NIS [***] plus VAT at law, the load price shall be reduced by [***]% of the Difference. A numerical example for the purpose of illustration: If, following Engineering Changes, the price of Machine 931 drops by NIS [***], the load cost shall drop by NIS [***] ([***]% x [***]), and the final price of Machine 931 will be NIS [***].

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In pricing a new model machine that has not yet moved over to serial production, the estimated working hours of an engineer, at an agreed tariff for hourly engineering work (as set out in the price list for services in section 19.3 below), shall be added. For the avoidance of doubt, an Order of a new model machine that has not yet moved to serial production shall require the prior written consent of the Parties to this Agreement with respect to the price of such machine.

All of the payments set out in this section 19.2 shall be valid for the entire term of the Agreement.

19.3. Price List for Services:

<u>#</u>	<u>Product</u>	<u>Price per Unit before VAT</u>
1	Loading on spare parts	[***]% of the agreed Machine price for each spare part.
2	One assembly worker hour.	NIS [***]
3	Floor space Kfar Saba – sqm per month	NIS [***]
4	Floor space Nir Eliyahu – sqm per month	NIS [***]
5	Loading on sale of slow or dead inventory (in the case of ECO)	[***]% of purchase price of all Inventory that has become slow or dead inventory.
6	Cost of special work hour and renovation	NIS [***]
7	Cost of one working day overseas for assembly worker **	NIS [***]
8	Cost of one working day overseas for engineer **	NIS [***]
9	Cost of one working hour in development	NIS [***]
10	Change in a new product (first 10 Machines, or one year, whichever is the earlier)	NIS [***] for each ECO that contains a change in content

** The Customer shall be charged with an additional payment for each day on which an employee of the Supplier is overseas on a Friday and Saturday. If the Supplier's employee is required to work on a Friday or Saturday whilst overseas, a [***]% supplement to the tariff set out in the above table shall be added to the above.

** In addition to the tariff set out in the Table, the Customer shall pay full coverage of the costs of the Supplier's employees for overseas stays, including costs for flights, accommodation, travel, communications, etc., but not including salary, living expenses and overseas travel insurance. For the avoidance of doubt, the Customer shall pay up to NIS [***] per day for communications costs.

The Customer's Orders for works that are not defined in the Production File, which shall be approved in writing by the Supplier, shall be charged in accordance with the work hours in fact invested, calculated in accordance with the price list in section 19.3 above.

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All of the payments set out in this section 19.3 shall be valid for a period of [***] calendar months after the date of execution of this Agreement. After the end of the first such calendar year, the validity of the prices set out in this section 19.3 shall be extended unless one of the Parties gives notice to the other Party of its wish to renegotiate the prices. For the avoidance of doubt, the prices set out in the other sections of this Agreement shall remain in force for the entire term of the Agreement.

19.4. Special discounts:

It is agreed that in the event that the Supplier manufactures more than [***] Machines for the Customer during one calendar year, then the Customer shall receive a discount in the sum of NIS [***] on the Machine price set out in this Agreement for each Machine after the 101st Machine manufactured during such calendar year.

19.5. Payment Conditions:

- * Payment Conditions: End of month + [***] days after the date of issue of the invoice, for new Orders.
- * VAT on the invoices shall be paid to the Supplier on the basis of end of month + [***] days after the date of issue of the invoice. These shall be paid to the Supplier as a rollover advance payment.

19.6. Sale of Parts and Assemblies to Customer:

- 19.6.1. A quote for manufacture or ordering of a single item shall be given within [***] business days.
- 19.6.2. A quote for an assembly shall be given within [***] business days.
- 19.6.3. Business days will be counted with respect to the day on which the Customer provides full details of the Item or the Product Tree to the Supplier, in writing.
- 19.6.4. Once every quarter, the Customer shall provide the Supplier, in writing, with orders of parts and assemblies for a time period of four months.
- 19.6.5. Orders for parts and assemblies shall be supplied in accordance with the agreed Lead Time for the Item and taking into account the requirements of the MOQ for the Item, subject to payment of the prices set out in section 19.3.
- 19.6.6. Items shall be supplied from Inventory on condition that such does not harm the Supplier's production plans, i.e., does not cause any delay in the supply of Machines as a result of supply of parts for the Service Department.
- 19.6.7. The minimum sum for an order of parts or components shall be NIS [***], except for urgent cases in which the Customer shall have the option to send an order for parts or components in a sum of less than NIS [***].

19.7. Transportation Service:

The Customer shall have the option of using the Supplier's transportation service for transporting OSP Items or Orders for service or for transporting parts for development purposes, twice a month, at no cost.

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20. **Warranty**

- 20.1. The Supplier undertakes to the Customer that the Products: (1) shall be in full and complete compliance with the Production File, shall be new and from current production, without any harm to design (to the extent that the design is within the Supplier's responsibility), materials and work, including with respect to packaging (all apart from components and/or spare parts and/or parts that are to be supplied by the Customer) and (2) the Products shall be free and released from any debt, undertaking, claim, pledge, charge, lien or any other right of any third party whatsoever, stemming from an act or omission on the part of the Supplier (hereinafter: the "**Warranty**").
- 20.2. Without derogating from the provisions of section 20.1 above, with respect to the Products, the Warranty Period shall be [***] from the date of supply of the Product to the Customer or from the date of charging of the Customer with payment, whichever is the [***] (the "**Warranty Period**"). With respect to all of the parts from which the Products are made, the Warranty shall remain in force so long as there is a third party warranty in place vis-à-vis the Supplier (back-to-back).
- 20.3. If during the Warranty Period the Customer discovers a flaw that comes within the ambit of the Warranty (hereinafter: the "**fault**" or "**flaw**"), notice of such shall be given to the Supplier in writing / by email (subject to a confirmation of receipt), and the Supplier undertakes: (a) to replace the faulty Item or any part thereof; or (b) to repair the flaws, upon coordination between the Supplier and the Customer, all for no consideration and within seven working days after the faulty Item reaches the Supplier's facility (except in the case of a design flaw by the Customer, which shall be repaired by mutual consent between the Parties, within a reasonable period of time, at the Customer's expense and upon the giving of warning of such by the Supplier). The repaired or replaced Product shall remain under Warranty for the remainder of the original Warranty Period on the faulty Item, but for not fewer than 3 months after the end of the repair, at the same time as any warranty that the Supplier may have from the third party manufacturer, if any (back to back). All of the aforesaid shall be effected by the Customer issuing an Order to the Supplier for the faulty Item and by way of a charge to the Customer, and when the faulty Item is returned following repair or replacement, the Customer shall receive a credit (full total set-off) if the allegation that the Item is faulty turns out to be correct.
- 20.4. Notwithstanding all of the aforesaid provisions, the Warranty under this Agreement shall apply only to direct faults or flaws or damages originating in the assembly and/or production processes. The Warranty shall not apply to flaws or faults or damages caused as a result of an act of malice and/or negligence and/or incorrect use of the Product by the Customer or by the end user, or stemming from the design of the Product, including faulty and/or inappropriate design of the Product and/or any harm stemming from a fault in any component and/or part supplied by the Customer, or due to faulty maintenance or natural and reasonable wear and tear. The Customer shall examine the Products soon after receiving them, including operation of the Products, and shall give notice to the Supplier of any fault and/or flaw that may become apparent in such examination.
- 20.5. The Supplier's Warranty is at the factory gate, i.e., any repair made during the Warranty Period shall be made at the Supplier's factory.

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- 20.6. If during the Warranty Period, the Customer wishes to repair a fault, the duty of repair of which falls on the Supplier, on a Product that is outside of Israel, the Customer shall bear all of the costs of flight and sojourn (including flight, accommodation, communications, travel, etc. (provided that with respect to communications costs, the Customer shall bear a cost of up to NIS [***] per day)) for the Supplier and/or a person acting on its behalf, except for salary costs and travel expenses, which shall be covered by the Supplier.
- 20.7. For the avoidance of doubt, it is agreed that the Warranty the subject of this Agreement does not apply to OSP Items.

21. Termination and Rescission of the Agreement

- 21.1. The term of this Agreement shall commence on November 19, 2014, and shall terminate on November 18, 2016 (the “**Term of the Agreement**”).
- 21.2. This Agreement shall automatically renew for consecutive periods of one year (the first of which shall commence on November 19, 2016), in the event that neither Party sends a registered letter of termination 30 days prior to the end of the Term of the Agreement, or the end of each relevant year of the Agreement.
- 21.3. At any time, the Customer and the Supplier shall have the right to rescind the Agreement in full, or any part thereof, by the giving of notice in writing within one year (365 days) in advance by registered mail or by electronic mail, which shall be backed up, within 10 days, by a registered letter. Upon receipt of the notice of rescission, the Supplier shall not accrue any additional expenses with respect to the performance of the Agreement or performance of the rescinded portion of the Agreement, however, it shall be entitled to continue to incur expenses in order to comply with all of its undertakings under the Agreement, including all of the Supplier's undertakings as such existed on the date of receipt of the notice of rescission. Under the above circumstances, the Supplier shall take any reasonable action required to stop production on its part and shall use its best effort to stop production by any sub-contractor, all to the extent that the above shall not serve to cause the Supplier any damage and/or out-of-pocket expense. The Customer shall have no obligation to make any payment any quantities of the Products and/or Items manufactured over and above open Orders that may come to an end after 365 days after the date of receipt of the notice of rescission written by the Customer. On the date of termination of the Agreement, and against conclusion of the settlement of accounts between the Parties and payment of all of the sums owing to the Supplier under the provisions of this Agreement, the Supplier shall be required to provide the Customer with the inventory of all of the Products for which the Customer has paid in accordance with the provisions of this section, unless the Parties have agreed otherwise in writing.
- 21.4. The Parties may terminate the Agreement immediately in any event in which attachment, receivership, liquidation or bankruptcy proceedings are instituted and are not cancelled within 60 days of the date of being instituted, or in the event that the business of one of the Parties ceases to operate for a period of more than 60 days, or in the event that arrangement proceedings with creditors are initiated.
- 21.5. Each of the Parties shall be entitled to bring this Agreement to an immediate end in the event that the other Party to this Agreement breaches one of the conditions of this Agreement, provided that the infringing party does not remedy the breach within 60 days of the date of receipt of the written notice of the other Party.

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- 21.6. In the event of lawful termination of the Agreement / cancellation of Orders in accordance with the provisions of this Agreement, the Customer shall purchase all of the Inventory from the Supplier that was purchased and/or manufactured by the Supplier in accordance with the provisions of this Agreement and/or the Purchase Orders and/or an email request from the Customer and/or the necessary MOQ within 90 days of the date of delivery of the notice of rescission of the Agreement to the Supplier. For each such Item and/or Component, the Customer shall pay the price for such Item and/or Component as appearing in the BOM plus [***]% plus VAT at law, and shall pay the entire cost of the work invested for the assembly of parts, if any, with respect to the Item the subject of the Order and/or cancellation of the Order, the entire sum payable being paid on the date of demand by the Supplier. The Supplier shall, for its part, act reasonably in order to minimize the damage vis-à-vis the Supplier's suppliers.
- 21.7. The following sections shall continue to apply notwithstanding termination of this Agreement for any reason whatsoever: 19 (Prices) up to the full payment of the sums owing to the Supplier from the Customer in accordance with the provisions of this Agreement; 20 (Warranty), 21, 23 (Service and Support Obligation); 24 (Intellectual Property and Non-Disclosure); 29 (General Matters).

22. **Service and Support Obligation**

- 22.1. The Supplier's service period for the Machines shall commence at the end of the Warranty Period and shall end one year after termination of the Agreement (the "**Service Period**").
- 22.2. The Supplier undertakes to provide the Customer with the technical support required with respect to the Machines and their accessories during the Service Period, in return for payment by the Customer of the sums and the prices agreed upon for such technical support. The aforesaid technical support shall be provided at the prices and on the conditions agreed upon in writing by the Parties in the context of the quote signed by both of the Parties for every Item or Product in respect of which such technical support is required.
- 22.3. The repairs and/or supply of the spare parts during the Service Period shall be implemented in accordance with the relevant Lead Time, and in return for the making of the required payment by the Customer. In order to enable performance of the aforesaid undertaking, the Supplier shall retain its ability to supply and/or repair and/or renovate and/or restore the Products manufactured by it during the entire Service Period.
- 22.4. The Supplier shall allow visits by employees of the Customer, subject to prior coordination, to the production line at its facility, for the purpose of implementing inspections, training sessions and the preservation of knowledge.
- 22.5. The provisions set out in this section above shall apply to the Supplier in the event that manufacture of the Products or any portion of them is transferred to a sub-contractor of the Supplier however, in such a case, it is agreed by the Parties that any such visit shall be subject to the consent of and coordination with such sub-contractor. It is clarified that the Supplier shall act vis-à-vis the Supplier's sub-contractors in Israel in order that such sub-contractor shall enable visits by the Customer's employees in order to implement inspections, training sessions and the preservation of knowledge.
- 22.6. For the avoidance of doubt, the Warranty the subject of this Agreement and the Service that will be provided during the Service Period shall not apply to faults stemming from the Customer's design problems, faults stemming from natural wear and tear and faults stemming from incorrect maintenance or unreasonable handling of a Machine, unless such is agreed expressly and in writing by the Parties, in return for payment of the full consideration that the Parties shall agree upon for such handling, during the course of the Service Period for such faults.

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23. **Intellectual Property, Confidentiality and Non-Competition**

- 23.1. The Supplier hereby declares that all of the rights to the Production Files, to the Customer's technology delivered to the Supplier in the Production Files, to the Products, to all programs, details of the technical specifications, and to any other information relating thereto belonging to the Customer and provided to the Supplier in the context of the Production Files and/or the Customer's know-how relating to the manufacture of the Products under this Agreement provided by the Customer to the Supplier and any improvement of any such shall be the exclusive property of the Customer. Without derogating from the aforesaid and without derogating from the provisions of section 23.3, the Parties agree that all of the Products, ideas, methods, solutions, know-how, information and applications (hereinafter: the "**Products of the Development**") that may be developed with respect to this Agreement, including the Product, new ideas relating to the Product, and any know-how relating to the Product, shall be the exclusive property of the Customer and the Customer shall be entitled to treat such at will, in accordance with its exclusive discretion, including the sale, marketing, transfer and/or grant of a license to use such (or any other right) to any other person. The Supplier does not and will not have any right whatsoever to make any use whatsoever of the Products of the Development or any other equipment belonging to the Customer and/or any intellectual property right belonging to the Customer, except for the purpose of manufacture of the Products in accordance with this Agreement. The Supplier undertakes that, on the date of supply, the Products shall be free and released of any debt, undertaking, claim, pledge, charge, lien or any other third party right whatsoever, stemming from the obligations of the Supplier or any person acting on its behalf. All of the provisions of this section shall be subject to the provisions of section 23.3.
- 23.2. Upon execution of this Agreement, the Supplier shall sign a non-disclosure and non-competition undertaking in the form attached to this Agreement as Appendix 3.
- 23.3. For the avoidance of doubt, the field of the Supplier's business shall be the planning, manufacture, assembly and sale of products of a kind similar to the Products the subject of this Agreement, including digital printers and spare parts, including machining, automation, transition from design to manufacture and the entire field of design and construction of electro-mechanical machines (the "**Field of the Supplier's Business**"). All of the Supplier's know-how and intellectual property in the Field of the Supplier's Business, as in existence on the date of execution of this Agreement, and as may be developed from time to time by the Supplier and/or a person acting on its behalf in the Field of the Supplier's Business in the context of performance of the Supplier's undertakings under the provisions of this Agreement, shall be the exclusive property of the Supplier and shall continue to remain in the exclusive title of the Supplier throughout the term of the existence of this Agreement and thereafter, and the provisions of this Agreement shall not serve to harm the Supplier's title, as aforesaid, to any know-how and/or intellectual property that is within the Field of the Supplier's Business.
- 23.4. The Supplier shall not be entitled, for its services, to any monetary or other compensation over and above that set out expressly in this Agreement.

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24. Relationship between the Parties

- 24.1. It is hereby declared by the Parties that the Supplier is neither an employee nor a representative of the Customer, and with respect to any matter contained in this Agreement, the Supplier is an independent entity. The Supplier is not authorized to make any undertaking of any kind whatsoever on behalf of the Customer, and is not authorized to bind the Customer in any way whatsoever. The Supplier shall bear, at its expense, all of the costs and expenses involved in the performance of this Agreement by it, and all subject to the provisions of this Agreement.
- 24.2. Any person who is sent to do any work whatsoever at the Customer's factories for any period of time whatsoever by the Supplier shall be an "employee" of the Supplier only, as interpreted in accordance with any law, and neither this Agreement nor any other agreement shall create employer-employee relations between such person sent to work by the Supplier to the Customer's factories and the Customer, for any intents or purposes whatsoever.
- 24.3. The Supplier shall make all of the mandatory payments required under any law for its employees by virtue of the relationship between the Supplier and its employees, including income tax, health insurance and any tax or other payment that it may be charged with due to the performance of its undertakings under the Agreement and/or receipt of the consideration for provision of the Services under this Agreement. Furthermore, the Supplier shall make all of the mandatory payments required under the law by virtue of the relationship between it and the Customer for itself, including income tax payments, and any other tax and/or payment that it may be charged with due to its undertakings as an independent supplier under this Agreement.
- 24.4. The Parties agree that if, notwithstanding the aforesaid, the Customer is charged by a competent court, as employer, to make any payment to the Supplier's employees or for any of the Supplier's employees as a result of the existence of employer-employee relations between the Customer and such employee of the Supplier, the Supplier shall reimburse the Customer, immediately upon receipt of notice of such payments, the sum paid by the Customer together with interest and linkage differentials at law from the date of payment until the date of actual restitution by the Supplier.
- 24.5. During the Term of the Agreement and for a period of 12 months following termination hereof, the Parties shall not directly or indirectly solicit, persuade, attempt to solicit or attempt to persuade an employee and/or sub-contractor, including ITS' sub-contractor TD in China, to terminate his employment with the other Party or his contract with the other Party or to reduce the scope of his work with the other Party, and shall not directly or indirectly employ such an employee and shall not enter into a contract with any such sub-contractor directly and/or indirectly, all to the extent that such relates to a contract that did not exist between the party and such sub-contractor prior to the date of execution of this Agreement.

25. Declarations

The Supplier hereby declares and undertakes as follows:

- 25.1. The Supplier shall have the knowledge, expertise, ability, experience, skills, facilities and professional and skilled human resources necessary for manufacture of the Orders at the level, quality, and nature in accordance with the Product File and on the dates set out in the Orders approved in writing by the Supplier;

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- 25.2. The Supplier undertakes to perform its function loyally, with skill and devotion, using all of its skills and know-how, exercising discretion and maintaining the interests of the Customer, acting in accordance with reasonable professional practice and employing, for such purpose, skilled manpower. The Supplier further undertakes to act with reasonable haste as is required for the efficient and timely performance of the Orders, and to provide its services, where necessary, all subject to the performance of the Customer's undertakings under the provisions of this Agreement;
- 25.3. The Supplier has examined the Customer's demands under this Agreement and the Appendixes hereto, and has found them to be clear, precise and appropriate for the requirements of performance of its undertakings under this Agreement;
- 25.4. The Supplier undertakes not to transfer and/or assign and/or convert to any other entity its rights or obligations under this Agreement, in whole or in part.

26. **Insurance**

- 26.1. Without derogating from the Supplier's undertakings under this Agreement and from its liability for the damages for which it is liable under any law, the Supplier undertakes to take out and keep, at its expense, throughout the entire period of application of this Agreement, and for a period of one year after the termination of this Agreement, insurance policies in its favor, in the sums and at the liability limits prescribed by it at its discretion, provided that such shall not be less than the policies and conditions set out in the form of certificate of insurance attached as Appendix 4 constituting an integral part of this Agreement (hereinafter: the "**Certificate of Insurance**"), and as set out below:
- A. Insurance of property, equipment, inventory and any other assets relating only to the equipment and/or inventory and/or property of the Customer that is within the possession and/or control of the Supplier.
 - B. Insurance for Consequential Loss
 - C. Employer's Liability Insurance
 - D. Third Party Liability Insurance
 - E. Product Liability Insurance
 - F. Professional Liability Insurance
- 26.2. The Supplier undertakes to provide the Customer with the form of Certificate of Insurance (Form 4), verbatim, without any amendments or adjustments apart from the filling in of details and particulars in the designated places for such, and subject to agreements with the insurer, signed by a reputable insurance company operating in Israel, not later than 4 days after the date of execution of this Agreement. In the event of any incompatibility between the provisions of the Certificate of Insurance issued by the Supplier and the provisions of this Agreement, the Supplier undertakes to cause amendment of the insurance policies immediately and within not more than one month of the Customer's demand, in order to adjust them to the provisions of this Agreement, and subject to the insurer's consent.
- 26.3. At the Customer's request, the Supplier undertakes to present the aforesaid certificates at the end of each Insurance Term and so long as this Agreement remains in force, and not more than 7 days after the date of termination of the Insurance Term, as set out in the certificate, and all during the term of the existence of this Agreement. The Customer shall be entitled to prevent the Customer from continuing to provide the Services and/or perform the Orders in the event that the aforesaid certificate is not issued on time. It is agreed that the Supplier shall be estopped from making any claim against the Customer due to not being able to commence and/or continue provision of the Services and/or performance of the Orders prior to issue of the certificate, as aforesaid.

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- 26.4. If in the Supplier's opinion, there is a need for the Supplier to take out additional and/or supplementary insurance policies in addition to the above insurance policies, then following the Supplier's consent, the Supplier undertakes to take out such insurance policies as required. Any such additional and/or supplementary property insurance shall include a section regarding waiver of the right of subrogation in favor of the Customer and its employees and directors, but not in favor of any person who causes malicious damage. For the purposes of liability insurance the name of the insuree shall be extended to include the Customer, its employees and directors for their liability for the acts and/or omissions of the Supplier, subject to the existence of a cross-liability section.
- 26.5. The Supplier undertakes to strictly keep and uphold all of the provisions of the insurance policies and the instructions of the insurer verbatim, and without derogating from the generality of the aforesaid, to maintain all of the provisions regarding safety and precautions.
- 26.6. Should the Supplier, in good faith, breach the provisions of the insurance policies in such a way as to invalidate the rights of the Customer under the policies, the Supplier shall be liable for the damages in full and exclusively, and it shall not have any monetary and/or other claims and/or demands against the Customer for any monetary and/or other damage that may be caused to it as a result of such.
- 26.7. The Supplier undertakes to give notice, immediately, in writing, of the occurrence of any event and/or damage and/or loss.
- 26.8. The Supplier undertakes to take any reasonable action which may be required to be done in order to exercise the (Supplier's) insurance policies where necessary, including joinder to an insurance claim, in accordance with the (Supplier's) insurance policies, if so required by it. The Supplier shall be liable for payment of the insurance premiums, and for payment of the Supplier's policyholder's contribution in the event of damage to the extent that such relates to policies issued by the Supplier and at its expense. These sums may be set off by the Customer (in the event that it pays such sums in lieu of the Supplier) against any sum that may be owing to the Supplier under the Agreement.
- 26.9. The Supplier shall be liable, in full, for uninsured damages which the liability for is imposed upon it by virtue of the sections of this Agreement, including damages that fall below the policyholder's contribution limit set out in the policies.
- 26.10. It is hereby clarified that the existence of the policies shall not serve to release the Supplier from any liability that it owes to the Customer or to any third party by virtue of any law or this Agreement, and the existence of such insurance policies shall not serve to make the Supplier's liability conditional. Should any payment be made by the insurance company in a sum that is lower than the actual sum of the damage or the flaw in respect of which and against which the payment was made, the Supplier shall be required to pay the balance of the sum owing as compensation or as coverage for the damage or the flaw up to the full value thereof, and all subject to legal proceedings or proceedings by consent in the context of and upon coordination with the insurers, between the Parties. Should the insurance company breach its duty to pay under the policies, such shall not serve as a defense for the Supplier and it shall be required to pay any sum that it owes by virtue of its liability under any law or agreement, notwithstanding the fact that this sum was supposed to have been paid by the insurance company.

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- 26.11. For the avoidance of doubt, it is agreed that the liability limitations set out in the Certificate of Insurance, shall amount to minimum requirements imposed upon the Supplier, which must examine its own exposure to duty and determine its own liability limitations accordingly.
- 26.12. The taking out of the insurance policies as aforesaid and/or issue of the certificate and/or any demand by the Customer and/or persons acting on its behalf shall not derogate from the Supplier's liability under this Agreement and/or under any law and/or shall not serve to impose any liability on the Customer and/or the persons acting on its behalf, unless the damage and/or defect are caused due to an act or omission by the Customer and/or a person acting on its behalf, whether caused in good faith or maliciously. It is declared and agreed that the Supplier shall be estopped from making any claim or demand to the Customer and/or the persons acting on its behalf and/or persons under its service with respect to the substance and scope of the insurance policies required.
- 26.13. Without derogating from the liability of the Supplier under this Agreement, the Supplier undertakes to accept any obligation and/or liability of any kind whatsoever which may be imposed upon it due to contractors and/or sub-contractors operating on its behalf and/or for it with respect to the Agreement.
- 26.14. For the avoidance of doubt, the Customer shall act vis-à-vis its customers with respect to any matter of any claim or complaint and shall not redirect any claim to the Supplier, indirectly, other than with respect to the Customer's direct conduct with the Supplier.

27. General Matters

- 27.1. Each Party to this Agreement hereby undertakes not to assign its rights or obligations or any part thereof under this Agreement to any third party whatsoever unless: (a) Approval of such assignment is given by the other Party in writing and in advance and (b) the third party agrees, in writing, to be bound by all of the requirements set out in this Agreement. For the avoidance of doubt, any form of merger of one of the Parties and/or any act of acquisition of assets and/or change of the shareholders (whether such constitutes a change in control or not), shall be permissible under this Agreement and in any event, shall not constitute a breach of this Agreement by either of the Parties in general, and shall not constitute a prohibited assignment under this section 27.1 in particular.
- 27.2. The laws of the State of Israel shall apply to this Agreement. The exclusive local jurisdiction shall obtain to the courts at Tel Aviv.
- 27.3. This Agreement embodies and exhausts all of the agreements between the Parties, in full, with respect to the matters contained herein, and prevails over any agreements that existed between the Parties prior to the execution of it. No amendment, alteration or addition to this Agreement shall be of any force nor shall be deemed to have been implemented unless effected in writing and signed by both of the Parties to this Agreement.
- 27.4. In the event of any contradiction between the provisions of any Order or any other document between the Parties, the provisions of this Agreement shall prevail, unless otherwise expressly agreed in writing.

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- 27.5. The headings of this Agreement are for the sake of convenience only and shall not have any significance in the interpretation of this Agreement.
- 27.6. The Customer and the Supplier are bound by this Agreement verbatim, but do not waive any of their rights which may not be set out in this Agreement, as companies operating commercially in the State of Israel.
- 27.7. In the event that any of the provisions of this Agreement is deemed to be unenforceable or invalid in accordance with any law or in accordance with the ruling of a court, such ruling shall not make the rest of the Agreement unenforceable or invalid. Under such circumstances, the provision shall be amended and shall be interpreted in such a way that its purposes shall be realized to the extent possible, within the limitations of the applicable law and the relevant judicial rulings.
- 27.8. The addresses of the Parties for the purpose of delivery of notices under this Agreement shall be as set out in the preamble. Any such notice that shall be sent by registered mail shall be deemed to have been delivered three (3) business days after the date of dispatch; in the event of dispatch by facsimile or by some other electronic means, the notice shall be deemed to have been delivered one business day after delivery, subject to written approval of receipt thereof, or on the date of delivery if delivered by hand.
- 27.9. The Parties shall be entitled to set off debts owed to one another, only following advance written notice of 30 days.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement,

By their authorized signatories, on the date first set out above:

Kornit Digital Technologies Ltd.

ITS Industrial Techno-logic Solutions Ltd.

By: /s/ Ofer Sandelson

By: /s/ Gera Eiron

Name: *Ofer Sandelson*

Name: *Gera Eiron*

Position: *COO*

Position: *CEO*

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