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

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 OF
THE SECURITIES EXCHANGE ACT OF 1934**

For the month of: **September 2020**

Commission File Number: **001-36903**

KORNIT DIGITAL LTD.

(Translation of Registrant's name into English)

12 Ha'Amal Street

Park Afek

Rosh Ha'Ayin 4824096 Israel

(Address of Principal Executive Office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F

Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

CONTENTS

Transaction Agreement and Warrant

On September 14, 2020, Kornit Digital Ltd. (“**Kornit**” or the “**Company**”) and Amazon.com, Inc. (“**Amazon**”) entered into a new Transaction Agreement (the “**New Transaction Agreement**”) pursuant to which Kornit has agreed to issue to an affiliate of Amazon a warrant (the “**New Warrant**”) to acquire up to 3,401,028 of Kornit ordinary shares at a purchase price of \$59.26 per share, which is based on the 30-trading day VWAP prior to the execution of the New Transaction Agreement. The New Warrant also provides for cashless (net) exercise. Background to the New Transaction Agreement and New Warrant is provided below.

Master Purchase Agreement

In January 2017, Kornit entered into a Master Purchase Agreement (the “**Purchase Agreement**”) with Amazon Corporate LLC, a subsidiary of Amazon.com, Inc., or Amazon. Under the Purchase Agreement, as amended in March 2017, January 2018, June 2018 and May 2020, Amazon may purchase, and Kornit has committed to supply, Kornit AVHD6 and Kornit Atlas digital direct-to-garment printers, NeoPigment ink and other consumables at agreed-upon prices that are subject to volume discounts. Kornit also agreed to provide maintenance services and extended warranties to Amazon at agreed-upon prices.

The Purchase Agreement provides for an “end of life” program. Kornit is required to notify Amazon 12 months in advance if Kornit intends to stop supporting one of the products or services supplied by us and to continue to manufacture the product or provide such service during the applicable period. Subject to certain exceptions, Kornit is required to continue to supply ink in such quantities as Amazon requires for at least 36 months after the earlier of (1) the end of the term of the Purchase Agreement or (2) 18 months following the purchase of the last product sold pursuant to the Purchase Agreement. The Purchase Agreement requires Kornit to make arrangements to ensure continuity of supply of products if Kornit does not comply with its requirements to supply the products or the services under the agreement or Kornit becomes insolvent. The Purchase Agreement also provides for penalties on a sliding scale in the case of late delivery or if Kornit systems are unavailable for certain specific periods. There are no minimum spending commitments under the Purchase Agreement.

The term of the Purchase Agreement is five years beginning on May 1, 2016 and extends automatically for additional one-year periods unless terminated by Amazon. The Purchase Agreement is subject to customary termination provisions, including material uncured breaches, insolvency or acquisition of Kornit by a competitor of Amazon. The Purchase Agreement may also be terminated by Amazon without cause subject to an agreed advance notice period.

Original Transaction Agreement and Original Warrant

Concurrently with the Purchase Agreement, Kornit and Amazon entered into a Transaction Agreement (the “**Original Transaction Agreement**”) pursuant to which Kornit agreed to issue to an affiliate of Amazon a warrant, or the Warrant, as amended (the “**Original Warrant**”), to acquire up to 2,932,176 Kornit’s ordinary shares at a purchase price of \$13.04 per share, which was based on the 30-trading day VWAP, as adjusted, prior to the execution of the Original Transaction Agreement. The Original Warrant also allows for cashless (net) exercise.

The shares underlying the Original Warrant are subject to vesting as a function of payments for purchased products and services of up to \$150 million over a five-year period, with the shares vesting incrementally each time Amazon or its affiliates make a payment totaling \$5 million to us. As of September 11, 2020, 2,052,507 shares underlying the Original Warrant were vested and exercisable.

New Transaction Agreement and New Warrant

The shares underlying the New Warrant are subject to vesting as a function of payments pursuant to the Purchase Agreement up to an aggregate of \$400 million by Amazon and its affiliates over a five-year period for two different categories of product lines and services as follows:

	“Existing” Product Lines and Services	“New” Product Lines and Services
Purchased amount	\$250 million	\$150 million
Maximum number of vesting shares	1,943,445	1,457,583
Number of vesting shares per \$5 million payment	38,869	48,587

“Existing” products refers to any product line that has been purchased by Amazon from Kornit before the date of the issuance of the New Warrant, for example, products from the Kornit Avalanche and the Kornit Atlas printing system family and related ink and spare parts. “New” products refers to any product line that has not been purchased by Amazon before the date of the issuance of the New Warrants and may be purchased by Amazon in the future. “New” products includes any future potential new applications that are printed using existing products. Neither the New Warrant nor the Purchase Agreement, as amended, contain any pricing terms or minimum purchase agreements for “New” products, and no “New” product has been qualified for use by Amazon.

The New Warrant is exercisable through the earlier of (1) January 10, 2027 and (2) the fifth anniversary of the date that all shares underlying under the Original Warrant are vested (i.e., the date on which Amazon and its affiliates have collectively made gross payments totaling \$150 million to Kornit or its affiliates in connection with invoices in respect of orders placed under the Purchase Agreement).

Upon the consummation of a change of control transaction (as defined in the New Warrant), subject to certain exceptions, the unvested portion of the New Warrant will vest in full and become fully exercisable.

The exercise price and the number of ordinary shares issuable upon exercise of the New Warrant are subject to customary anti-dilution adjustments.

The New Warrant also limits Amazon’s beneficial ownership to 4.999% of Kornit’s outstanding shares unless Amazon waives this limit upon 61 days’ notice, in which case Amazon’s beneficial ownership is then limited to 9.999% of Kornit’s outstanding shares.

The New Transaction Agreement includes customary representations, warranties and covenants of Kornit and Amazon. The New Transaction Agreement restricts any transfer of the New Warrant and ordinary shares thereunder, except under certain circumstances set forth in the New Transaction Agreement.

The New Transaction Agreement also contains certain customary standstill restrictions with respect to an acquisition of Kornit shares (other than an acquisition of the shares underlying the Original Warrant and the New Warrant), solicitation of proxies and other actions that seek to influence the control of Kornit. These standstill restrictions remain in effect until such time as the shares issued under the New Warrant or that remain unexercised under the New Warrant represent less than 2% of Kornit’s outstanding shares.

Registration Rights

Under the Original Transaction Agreement, Amazon is entitled to certain registration rights with respect to the shares underlying the Original Warrant. Amazon may request up to two times in any 12-month period that Kornit files a shelf registration statement on Form F-3 or S-3, and Kornit is required to keep the shelf registration effective for four 90-day periods. If Kornit is ineligible to file a registration statement on Form F-3 or Form S-3, Amazon may request up to four times that Kornit files a long form registration statement to facilitate the sale of its shares. In addition, Amazon is entitled to piggyback registration rights on underwritten offerings effected by us. Kornit is subject to customary obligations upon Amazon’s request for registration, including cooperation in case of an underwritten offering. The ordinary shares being offered by Amazon under this prospectus supplement are being offered pursuant to Amazon’s foregoing registration rights. These registration rights also apply to Kornit’s ordinary shares issuable under the New Warrant.

Amendment No. 4 to Master Purchase Agreement

On January 1, 2020, Kornit entered into Amendment 4 (the “**Amendment**”) to the Purchase Agreement, as previously amended on March 1, 2017, January 1, 2018 and June 29, 2018. The Amendment sets pricing terms for an agreed period and modifies certain other terms and conditions of the Purchase Agreement.

The foregoing descriptions of the New Transaction Agreement, the New Warrant and the Amendment are only summaries and are qualified in their entirety by reference to the New Transaction Agreement, the New Warrant and the Amendment, copies of which are attached as Exhibit 10.1, Exhibit 4.1 and Exhibit 10.2, respectively, to this Form 6-K and are incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

KORNIT DIGITAL LTD.

Date: September 14, 2020

By: /s/ Guy Avidan

Name: Guy Avidan

Title: Chief Financial Officer

Exhibit Index

Exhibit No.	Description
4.1	Warrant to Purchase Ordinary Shares, dated September 14, 2020, issued to Amazon.com NV Investment Holdings LLC.
10.1	Transaction Agreement, dated September 14, 2020, between the Company and Amazon.com, Inc.
10.2	Amendment 4 to Master Purchase Agreement, effective January 1, 2020, between the Company and Amazon.com Services LLC.*

* Certain portions of this exhibit (indicated by “[***]”) have been omitted in accordance with the rules of the Securities and Exchange Commission.

WARRANT TO PURCHASE ORDINARY SHARES

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS.

THIS INSTRUMENT IS ISSUED PURSUANT TO AND SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS OF A TRANSACTION AGREEMENT, DATED AS OF SEPTEMBER 14, 2020, BY AND BETWEEN THE ISSUER OF THESE SECURITIES AND AMAZON.COM, INC., A DELAWARE CORPORATION, A COPY OF WHICH IS ON FILE WITH THE ISSUER. THE SECURITIES REPRESENTED BY THIS INSTRUMENT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID AGREEMENT WILL BE VOID.

**WARRANT
to purchase
3,401,028
Ordinary Shares of
Kornit Digital Ltd.,
an Israeli Limited Company**

Issue Date: September 14, 2020

1. Definitions. Unless the context otherwise requires, when used herein the following terms shall have the meanings indicated.

“Acquisition Transaction” has the meaning ascribed to it in the Transaction Agreement.

“Affiliate” has the meaning ascribed to it in the Transaction Agreement.

“Amazon” means Amazon.com, Inc., a Delaware corporation.

“Appraisal Procedure” means a procedure in accordance with the American Institute of Certified Public Accounts, Inc. (“AICPA”) “VS Section 100 - Valuation of a Business, Business Ownership Interest, Security or Intangible Asset” and such other associated AICPA guidance as is reasonable and applicable whereby two independent appraisers, each employed by firms nationally recognized for valuation expertise and each reasonably experienced in appraising the market value of securities of size in value and characteristics of the Warrant (each a “Qualified Appraiser”), one chosen by the Company and one by the Warrantholder, shall mutually agree upon the determinations then the subject of appraisal. Each party shall deliver a notice to the other appointing its Qualified Appraiser within fifteen (15) days after the date that the Appraisal Procedure is invoked. If within thirty (30) days after receipt by each party of the notices appointing the two Qualified Appraisers, such appraisers are unable to agree upon the amount in question, a third Qualified Appraiser shall be chosen within ten (10) days after the end of such thirty (30)-day period by: (i) the mutual consent of such first two appraisers; or (ii) if such two first appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by the American Arbitration Association, or any organization successor thereto, from a panel of Qualified Appraisers. If any appraiser initially appointed shall, for any reason, be unable to serve, a successor Qualified Appraiser shall be appointed in accordance with the procedures pursuant to which the predecessor appraiser was appointed. In the event a third appraiser is appointed, the decision of such third appraiser shall be given within thirty (30) days after such appraiser’s selection. If three appraisers are appointed and the determination of one appraiser is disparate from the middle determination by more than twice the amount by which the other determination is disparate from the middle determination, then (a) the determination of such appraiser shall be excluded, (b) the remaining two determinations shall be averaged and (c) such average shall be binding and conclusive upon the Company and the Warrantholder; otherwise, the average of all three determinations shall be binding and conclusive upon the Company and the Warrantholder. The costs of conducting any Appraisal Procedure shall be borne fifty percent (50%) by the Company and fifty percent (50%) by the Warrantholder.

“Assumed Payment Amount” has the meaning ascribed to it in Section 12(iii).

“Board of Directors” means the board of directors of the Company.

“Business Combination” means a merger, consolidation, statutory share exchange, reorganization, recapitalization or similar extraordinary transaction (which may include a reclassification) involving the Company.

“Business Day” has the meaning ascribed to it in the Transaction Agreement.

“Cash Exercise” has the meaning set forth in Section 3(ii).

“Cashless Exercise” has the meaning set forth in Section 3(ii).

“Cashless Exercise Ratio” with respect to any exercise of this Warrant means a fraction (i) the numerator of which is the excess of (x) the VWAP for the Ordinary Shares for the thirty (30) Trading Days immediately preceding such exercise date over (y) the Exercise Price, and (ii) the denominator of which is the VWAP for the Ordinary Shares for the thirty (30) Trading Days immediately preceding such exercise date.

“Company” means Kornit Digital Ltd., an Israeli limited company.

“Confidentiality Agreement” has the meaning ascribed to it in the Transaction Agreement.

“Designated Company Office” has the meaning set forth in Section 3(ii).

“Distribution” has the meaning set forth in Section 12(ii).

“DTC” has the meaning ascribed to it in the Transaction Agreement.

“DWAC” has the meaning ascribed to it in the Transaction Agreement.

“Equity Interests” means any and all (a) shares, interests, participations or other equivalents (however designated) of capital stock or other voting securities of a corporation, any and all equivalent or analogous ownership (or profit) or voting interests in a Person (other than a corporation), (b) securities convertible into or exchangeable for shares, interests, participations or other equivalents (however designated) of capital stock or voting securities of (or other ownership or profit or voting interests in) such Person, and (c) any and all warrants, rights or options to purchase any of the foregoing, whether voting or nonvoting, and in each case, whether or not such shares, interests, participations, equivalents, securities, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Exercise Period” has the meaning set forth in Section 3(ii).

“Exercise Price” means \$59.26.

“Expiration Time” has the meaning set forth in Section 3(ii).

“Fair Market Value” means, with respect to any security or other property, the fair market value of such security or other property as determined by the Board of Directors, acting reasonably, in good faith and evidenced by a written notice delivered promptly to the Warrantholder (which written notice shall include certified resolutions of the Board of Directors in respect thereof). If the Warrantholder objects in writing to the Board of Director’s calculation of fair market value within ten (10) Business Days after receipt of written notice thereof, and the Warrantholder and the Company are unable to agree on the fair market value during the ten (10)-day period following the delivery of the Warrantholder’s objection, the Appraisal Procedure may be invoked by either the Company or the Warrantholder to determine Fair Market Value by delivering written notification thereof not later than the thirtieth (30th) day after delivery of the Warrantholder objection. For the avoidance of doubt, the Fair Market Value of cash shall be the amount of such cash.

“GKH” has the meaning set forth in Section 7(ii).

“Initial Warrant” means the Warrant to Purchase Ordinary Shares issued by the Company to NV Investment Holdings, dated January 10, 2017, as amended.

“Issue Date” means the issue date of this Warrant.

“ITA” has the meaning set forth in Section 7(ii).

“Market Price” means, with respect to the Ordinary Shares or any other security, on any given day, the last sale price, regular way or in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, of the Ordinary Shares or of such security, as applicable, on The NASDAQ Global Select Market on such day. If the Ordinary Shares or such security, as applicable, are not listed on The NASDAQ Global Select Market as of any date of determination, the Market Price of the Ordinary Shares or such security, as applicable, on such date of determination means the closing sale price on such date as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Ordinary Shares or such security, as applicable, are so listed or quoted, or if no closing sale price is reported, the last reported sale price on such date on the principal U.S. national or regional securities exchange on which the Ordinary Shares or such security, as applicable, are so listed or quoted, or if the Ordinary Shares or such security, as applicable, are not so listed or quoted on a U.S. national or regional securities exchange, the last quoted bid price on such date for the Ordinary Shares or such security, as applicable, in the over-the-counter market as reported by Pink Sheets LLC or a similar organization, or if that bid price is not available, the Market Price of the Ordinary Shares or such security, as applicable, on that date shall mean the Fair Market Value per share as of such date of the Ordinary Shares or such security. For the purposes of determining the Market Price of the Ordinary Shares or any such security, as applicable, on the Trading Day preceding, on or following the occurrence of an event, (a) that Trading Day shall be deemed to commence immediately after the regular scheduled closing time of trading on the applicable exchange, market or organization, or if trading is closed at an earlier time, such earlier time and (b) that Trading Day shall end at the next regular scheduled closing time, or if trading is closed at an earlier time, such earlier time (for the avoidance of doubt, and as an example, if the Market Price is to be determined as of the last Trading Day preceding a specified event and the closing time of trading on a particular day is 4:00 p.m. and the specified event occurs at 5:00 p.m. on that day, the Market Price would be determined by reference to such 4:00 p.m. closing price).

“Master Purchase Agreement” means the Master Purchase Agreement, dated as of May 1, 2016, as amended and as it may be further amended from time to time, by and between the Company and Amazon Corporate LLC, including all annexes, schedules and exhibits thereto.

“New Application” means new finished printed matter that was not printed prior to the Issue Date such as, without limitation, shoes, bags or printing on polyester.

“New Business” means a line of Products that were not purchased by Amazon prior to the Issue Date of this Warrant. For the avoidance of doubt, any Products from the Avalanche and the Atlas printing system families as of the date hereof, and their related inks and spare parts, are not considered New Business. Notwithstanding the aforementioned, New Applications printed on an Avalanche or Atlas printing system families will be considered to be New Business. In addition, other products that are not printing systems including, without limitation dryers, cutters, folding machines and Work-Flow, will be considered to be New Business.

“New Invoices” means invoices in respect of orders for New Business or Old Business; provided, that “New Invoices” shall not include any invoices in part or whole, the payment of which such part or whole is deemed a “Vesting Event” (as defined in the Initial Warrant).

“NV Investment Holdings” means Amazon.com NV Investment Holdings LLC, a Nevada limited liability company.

“Old Business” means any line of Products (including systems, inks, consumables and spare parts) that were purchased by Amazon prior to the Issue Date of this Warrant.

“Ordinary Shares” means the Company’s ordinary shares, par value NIS 0.01 per share.

“Person” has the meaning given to it in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act.

“Principal Trading Market” means the trading market on which the Ordinary Shares, or any successor security thereto, are primarily listed and quoted for trading, and which, as of the Issue Date is The NASDAQ Global Select Market.

“Products” has the meaning ascribed to it in the Master Purchase Agreement.

“Repurchases” means any transaction or series of related transactions to purchase Equity Interests of the Company or any of its subsidiaries by the Company or any subsidiary thereof for a purchase price greater than the Market Price, whether pursuant to any tender offer or exchange offer (whether or not subject to Section 13(e) or 14(e) of the Exchange Act or Regulation 14E promulgated thereunder), open market transactions, private negotiated transactions or otherwise, and in each case, whether for cash, Equity Interests of the Company, other securities of the Company, evidence of indebtedness of the Company or any other Person or any other property (including Equity Interests, other securities or evidence of indebtedness of a subsidiary), or any combination thereof, effected while this Warrant is outstanding; provided that “Repurchases” shall not include any purchases of Equity Interests of the Company or any subsidiary by the Company or any subsidiary thereof pursuant to and in compliance with the requirements of Rule 10b-18 under the Exchange Act.

“SDNY” has the meaning set forth in Section 15.

“Securities Act” means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Share Delivery Date” has the meaning set forth in Section 4(i).

“Subject Adjustment” has the meaning set forth in Section 12(vi).

“Subject Record Date” has the meaning set forth in Section 12(vi).

“subsidiary” has the meaning ascribed to it in the Transaction Agreement.

“Tax Audit” has the meaning set forth in Section 7(ii).

“Trading Day” means a day on which the Principal Trading Market is open for trading.

“Transaction Agreement” means the Transaction Agreement, dated as of the date hereof, as it may be amended from time to time, by and between the Company and Amazon, including all annexes, schedules and exhibits thereto.

“Transaction Documents” has the meaning ascribed to it in the Transaction Agreement.

“Vesting Event” means a Vesting Event for New Business or a Vesting Event for Old Business, as applicable. For the avoidance of doubt, (i) Vesting Events shall stop occurring once the total number of Warrant Shares authorized under Section 2 has vested pursuant to Vesting Events, (ii) if a given Vesting Event would cause the number of shares vested to increase over this threshold, then only the number of shares up to and including the total number of Warrant Shares authorized under Section 2 shall vest during the final such Vesting Event, and (iii) the number of Warrant Shares that will vest pursuant to a Vesting Event is subject to adjustments as provided herein.

“Vesting Event for New Business” means with respect to increments of 48,587 Warrant Shares, each time at which Amazon and/or any of its Affiliates have collectively made gross payments totaling \$5 million to the Company and/or any of its Affiliates in connection with New Invoices in respect of orders for New Business, until such time as Amazon and/or any of its Affiliates have collectively paid \$150 million to the Company and/or any of its Affiliates in connection with the New Invoices in respect of orders for New Business.

“Vesting Event for Old Business” means with respect to increments of 38,869 Warrant Shares, each time at which Amazon and/or any of its Affiliates have collectively made gross payments totaling \$5 million to the Company and/or any of its Affiliates in connection with New Invoices in respect of orders for Old Business, until such time as Amazon and/or any of its Affiliates have collectively paid \$250 million to the Company and/or any of its Affiliates in connection with New Invoices in respect of orders for Old Business.

“VWAP” means the volume weighted average price per share of the Ordinary Shares on The NASDAQ Global Select Market (as reported by Bloomberg L.P. (or its successor) or, if not available, Dow Jones & Company Inc., or if neither is available, by another authoritative source mutually agreed by the Company and Amazon) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Trading Day.

“Warrant” means this Warrant, issued pursuant to the Transaction Agreement.

“Warrant Shares” has the meaning set forth in Section 2.

“Warrantholder” has the meaning set forth in Section 2.

2. Number of Warrant Shares; Exercise Price. This certifies that, for value received, NV Investment Holdings or its permitted assigns (the “Warrantholder”) is entitled, upon the terms hereinafter set forth, to acquire from the Company, in whole or in part, up to a maximum aggregate of 3,401,028 fully paid and nonassessable Ordinary Shares (the “Warrant Shares”), at a purchase price per Ordinary Share equal to the Exercise Price. The Warrant Shares and the Exercise Price are subject to adjustment and/or may be supplemented by or converted into other Equity Interests as provided herein, and all references to “Ordinary Shares,” “Warrant Shares” and “Exercise Price” herein shall be deemed to include any such adjustment, supplement and/or conversion or series of adjustments, supplements or conversions.

3. Exercise of Warrant; Term; Other Agreements; Cancellation.

(i) Promptly following the occurrence of a Vesting Event, the Company shall deliver to the Warrantholder a Notice of Vesting Event in the form attached as Annex A hereto; provided that neither the delivery, nor the failure of the Company to deliver, such Notice of Vesting Event shall affect or impair the Warrantholder’s rights or the Company’s obligations hereunder.

(ii) Subject to Section 2, Section 12(iv), Section 13 and Section 14, the right to purchase Warrant Shares represented by this Warrant is exercisable, in whole or in part by the Warrantholder, at any time or from time to time, from and after the applicable Vesting Event, but in no event later than 5:00 p.m., New York City time, on the 5-year anniversary of the date that is the earlier of (A) January 10, 2022 or (B) the date at which Amazon and/or any of its Affiliates have collectively made gross payments totaling \$150 million to the Company and/or any of its Affiliates in connection with invoices in respect of orders placed under the Master Purchase Agreement (such time, the “Expiration Time” and such period from and after the applicable Vesting Event through the Expiration Time, the “Exercise Period”), by (a) the surrender of this Warrant and the Notice of Exercise attached as Annex B hereto, duly completed and executed on behalf of the Warrantholder, to the Company in accordance with Section 18 (or such other office or agency of the Company in the United States as it may designate by notice to the Warrantholder in accordance with Section 18 hereof (the “Designated Company Office”), and (b) payment of the Exercise Price for the Warrant Shares thereby purchased by, at the sole election of the Warrantholder, either: (i) tendering in cash, by certified or cashier’s check payable to the order of the Company, or by wire transfer of immediately available funds to an account designated by the Company (such manner of exercise, a “Cash Exercise”) or (ii) without payment of cash, by reducing the number of Warrant Shares obtainable upon the exercise of this Warrant (either in full or in part, as applicable) and payment of the Exercise Price in cash so as to yield a number of Warrant Shares obtainable upon the exercise of this Warrant (either in full or in two or more parts, as applicable) equal to the product of (x) the number of Warrant Shares issuable upon the exercise of this Warrant (either in full or in two or more parts, as applicable) (if payment of the Exercise Price were being made in cash) and (y) the Cashless Exercise Ratio (such manner of exercise, a “Cashless Exercise”).

(iii) Notwithstanding the foregoing, if at any time during the Exercise Period the Warrantholder has not exercised this Warrant in full as a result of there being insufficient Warrant Shares available for issuance or the lack of any required regulatory, corporate or other approval, the Expiration Time shall be extended until sixty (60) days after such date as the Warrantholder is able to acquire all of the vested Warrant Shares.

(iv) If the Warrantholder does not exercise this Warrant in its entirety, the Warrantholder shall be entitled to receive from the Company, upon request, a new warrant of like tenor in substantially identical form for the purchase of that number of Warrant Shares equal to the difference between the number of Warrant Shares and the number of Warrant Shares as to which this Warrant is so exercised.

(v) Notwithstanding any of the foregoing, the Warrantholder shall not exercise this Warrant or any new warrant as described in Section 3(iv) unless the total Exercise Price for the Warrant Shares thereby purchased is greater than or equal to \$500,000 (measured, in the case of a Cashless Exercise, on the aggregate gross amount of Warrant Shares exercised and cancelled irrespective of the net number of Warrant Shares acquired by the Warrantholder as a result of such exercise); provided that the foregoing restriction shall not apply in the event that the total Exercise Price for all Warrant Shares available for purchase by the Warrantholder under this Warrant or any new warrant as described in Section 3(iv) is less than \$500,000.

(vi) This Warrant, including with respect to its cancellation, is subject to the terms and conditions of the Transaction Agreement. Without affecting in any manner any prior exercise of this Warrant (or any Warrant Shares previously issued hereunder), if (a) the Transaction Agreement is terminated in accordance with Section 6.1 thereof or (b) the Warrantholder delivers to the Company a written, irrevocable commitment not to exercise this Warrant, the Company shall have no obligation to issue, and the Warrantholder shall have no right to acquire, the unvested portion of any Warrant Shares under this Warrant.

4. Issuance of Warrant Shares; Authorization; Listing.

(i) Certificates for the Warrant Shares issued upon exercise of this Warrant shall be issued on or before the third (3rd) Business Day following the date of exercise of this Warrant (the "Share Delivery Date") in accordance with its terms in the name of the Warrantholder and shall be delivered to the Warrantholder. If the Warrant Shares issued upon any exercise are registered under the Securities Act, in lieu of issuing a physical share certificate, the Company's transfer agent shall use the DTC Fast Automated Securities Transfer Program to credit such aggregate number of Warrant Shares to which the Warrantholder is entitled pursuant to such exercise to the Warrantholder's or its designee's balance account with DTC through its DWAC system. The Company shall be responsible for all fees and expenses of its transfer agent and all fees and expenses payable to DTC with respect to the issuance of Warrant Shares via DTC, if any, including without limitation for same-day processing.

(ii) The Company's obligations to issue and deliver Warrant Shares in accordance with the terms and subject to the conditions hereof are absolute and unconditional, irrespective of any action or inaction by the Warrantholder to enforce the same, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination; provided, however, that the Company shall not be required to deliver Warrant Shares with respect to an exercise prior to the Warrantholder's delivery in full of the associated Exercise Price (or notice of Cashless Exercise).

(iii) The Company hereby represents and warrants that any Warrant Shares issued upon the exercise of this Warrant in accordance with the provisions of Section 3 will be validly issued, fully paid and nonassessable and free of any liens or encumbrances (other than liens or encumbrances created by the Transaction Documents, transfer restrictions arising as a matter of applicable law or created by or at the direction of the Warrantholder or any of its Affiliates). The Warrant Shares so issued shall be deemed for all purposes to have been issued to the Warrantholder as of the close of business on the date on which this Warrant and payment of the Exercise Price are delivered to the Company in accordance with the terms of this Warrant, notwithstanding that the stock transfer books of the Company may then be closed or certificates representing such Warrant Shares may not be actually delivered on such date or credited to the Warrantholder's DTC account, as the case may be. The Company shall at all times reserve and keep available, out of its authorized but unissued Warrant Shares, solely for the purpose of providing for the exercise of this Warrant, the aggregate Warrant Shares then issuable upon exercise of this Warrant in full (disregarding whether or not this Warrant is exercisable by its terms at any such time).

(iv) The Company shall, at its sole expense, procure, subject to issuance or notice of issuance, the listing of any Warrant Shares issuable upon exercise of this Warrant on the principal stock exchange on which such same class of Equity Interests are then listed or traded, promptly after such Warrant Shares are eligible for listing thereon.

5. No Fractional Shares or Scrip. No fractional Warrant Shares or other Equity Interests or scrip representing fractional Warrant Shares or other Equity Interests shall be issued upon any exercise of this Warrant. In lieu of any fractional share to which a Warrantholder would otherwise be entitled, the Warrantholder shall be entitled to receive a cash payment equal to the Market Price of the Ordinary Shares or such other Equity Interests on the last Trading Day preceding the date of exercise less the Exercise Price for such fractional share.

6. No Rights as Stockholders; Transfer Books. Without limiting in any respect the provisions of the Transaction Agreement and except as otherwise provided by the terms of this Warrant, this Warrant does not entitle the Warrantholder to (i) receive dividends or other distributions, (ii) consent to any action of the stockholders of the Company, (iii) receive notice of or vote at any meeting of the stockholders, (iv) receive notice of any other proceedings of the Company or (v) exercise any other rights whatsoever, in any such case, as a stockholder of the Company prior to the date of exercise hereof.

7. Charges, Taxes and Expenses.

(i) Issuance of this Warrant and certificates for Warrant Shares to the Warrantholder upon the exercise of this Warrant shall be made without charge to the Warrantholder for any issue or transfer tax (other than taxes in respect of any transfer occurring contemporaneously therewith) or other incidental expense (other than with respect to any income tax or capital gains tax payable by the Warrantholder or required by law to be withheld by the Company as set forth below) in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company.

(ii) The Company will withhold all tax payments duly required under Israeli law upon the issuance or vesting of this Warrant or the issuance of certificates for Warrant Shares to the Warrantholder upon the exercise of this Warrant and pay such tax to the Israeli Tax Authority (the "ITA") for the account of the Warrantholder; provided that the Company will not withhold any tax if, prior to the issuance or vesting of this Warrant or the issuance of certificates for Warrant Shares, the Warrantholder provides the Company with either (a)(1) a valid and executed declaration, in the form attached hereto as Exhibit A, regarding its non-Israeli residence; and (2) a confirmation that the tax opinion provided by Gross, Kleinhendler, Hodak, Halevy, Greenberg, Shenhav & Co. ("GKH") in connection with this Warrant remains valid and correct as of the time of the issuance, vesting or exercise of the Warrant; or (b) an exemption certificate from the ITA allowing the Company to completely avoid such withholding, in a form reasonably satisfactory to the Company's advisors. If the Warrantholder provides the document described under clause (a) above, but not the exemption certificate described in clause (b) above, then the Warrantholder will indemnify and hold harmless the Company, and if applicable, its directors and officers, from and against, and pay and reimburse the Company for, any liability (including any penalties, the Israeli consumer price index or interest to be accrued thereon, or any reasonable attorney fees and related expenses) arising as a result of the failure of the Company to withhold Israeli tax upon the issuance or vesting of this Warrant or the issuance of certificates for Warrant Shares to the Warrantholder upon the exercise of this Warrant, to the extent such tax is requested by the ITA (the "Tax Audit"). The Company shall: (I) provide written notice to the Warrantholder as soon as practicable of any actual or threatened Tax Audit; (II) allow the Warrantholder to assume sole control of the defense of any such Tax Audit, provided, however, that counsel for the Warrantholder who shall conduct such defense shall be approved by the Company (which approval shall not be unreasonably withheld, conditioned or delayed); provided further, that if such counsel is GKH, approval of the Company will not be required; (III) provide the Warrantholder with such information and cooperation as it may reasonably require in connection with such Tax Audit; and (IV) to the extent that at least five (5) Business Days prior to the payment date pursuant to the Tax Audit the Warrantholder provides the Company with a certificate confirming filing of an appeal with the ITA or the respective court, as the case may be, not make any admission of liability or commit the Warrantholder to the payment of any sums in settlement or otherwise in connection with such Tax Audit. Failure by the Company to comply with clauses (I)-(IV) of the preceding sentence will not release the Warrantholder from any of its obligations under this Section 7(ii), except to the extent the Warrantholder is materially prejudiced by such failure.

(iii) In the event that the Warrantholder chooses to assume sole control of the defense of any such Tax Audit pursuant to Section 7(ii)(II) above, then: (a) the Warrantholder shall so notify the Company in writing within 10 days after receipt of written notice from the Company of the Tax Audit in accordance with Section 7(ii)(I) above that the Warrantholder will take upon itself the defense against the Tax Audit pursuant to this Section 7(iii), (b) the Warrantholder will conduct such defense at its own expense and will pay any payments resulting from such defense; (c) the Warrantholder shall duly file an appeal with the ITA or respective court as the case may be; (d) the Warrantholder will conduct such defense actively and shall keep the Company reasonably informed of the process and the appeal status; and (e) will not be allowed to affect any settlements that may have any effect on the Company unless previously consented to in writing by the Company, which consent shall not be unreasonably withheld.

(iv) For the avoidance of doubt, if the Warrantholder assumes the defense of a Tax Audit, any payment due as a result of a settlement with the ITA, final assessment issued by the ITA or a final court's decision, will be timely paid by the Warrantholder under the Company's Israeli tax deduction file.

(v) This indemnity shall remain in force for a period of five (5) years from the later of: (a) the last vesting date or exercise date of this Warrant; (b) or if the Warrantholder assumes defense of a Tax Audit, until the later of: a settlement with the ITA is reached or a final assessment is issued by the ITA or a final non-appealable decision of a court of competent jurisdiction is provided and the Warrantholder has paid in full the payments due according to such settlement, final assessment or court decision and then for an additional 6 months therefrom; and shall thereafter terminate immediately with no further action required. This indemnity undertaking shall be assignable to any successor of the Company.

(vi) Indemnification under this section shall be paid in cash within seven days of request by the Company in writing, which request shall set forth the amounts paid by the Company in connection with such indemnification requested.

8. Transfer/Assignment.

(i) This Warrant and the Warrant Shares may be transferred only in accordance with the terms of the Transaction Agreement. Subject to compliance with the first sentence of this Section 8(i) and the legend as set forth on the cover page of this Warrant and the terms of the Transaction Agreement, this Warrant and all rights hereunder are transferable, in whole or in part, upon the books of the Company by the registered holder hereof in person or by a duly authorized attorney, and a new Warrant shall be made and delivered by the Company, of the same tenor and date as this Warrant but registered in the name of one or more transferees, upon surrender of this Warrant, duly endorsed, to the Designated Company Office. If the transferring holder does not transfer the entirety of its rights to purchase all Warrant Shares hereunder, such holder shall be entitled to receive from the Company a new Warrant in substantially identical form for the purchase of that number of Warrant Shares as to which the right to purchase was not transferred. All expenses (other than stock transfer taxes) and other charges payable in connection with the preparation, execution and delivery of the new Warrant pursuant to this Section 8 shall be paid by the Company, other than the costs and expenses of counsel or any other advisor to the Warrantholder and its transferee.

(ii) If and for so long as required by the Transaction Agreement, this Warrant Certificate shall contain a legend as set forth in Section 4.2 of the Transaction Agreement.

9. Exchange and Registry of Warrant. This Warrant is exchangeable, subject to applicable securities laws, upon the surrender hereof by the Warrantholder to the Company, for a new warrant or warrants of like tenor, and representing the right to purchase the same aggregate number of Warrant Shares. The Company shall maintain a registry showing the name and address of the Warrantholder as the registered holder of this Warrant. This Warrant may be surrendered for exchange or exercise, in accordance with its terms, at the Designated Company Office, and the Company shall be entitled to rely in all respects, prior to written notice to the contrary, upon such registry.

10. Loss, Theft, Destruction or Mutilation of Warrant. (a) In the case of loss, theft or total destruction of this Warrant, upon receipt by the Company of reasonable attestation from the Warrantholder of such loss, theft or destruction, or (b) in the case of mutilation, upon surrender and cancellation of the mutilated Warrant, the Company shall make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant, a new Warrant of like tenor and represent the right to purchase the same aggregate number of Warrant Shares as provided for in such lost, stolen, destroyed or mutilated Warrant.

11. Non-Business Day Extension. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding day that is a Business Day.

12. Adjustments and Other Rights. The Exercise Price and Warrant Shares issuable upon exercise of this Warrant shall be subject to adjustment from time to time as follows; provided that if more than one subsection of this Section 12 is applicable to a single event, the subsection shall be applied that produces the largest adjustment and no single event shall cause an adjustment under more than one subsection of this Section 12 so as to result in duplication.

(i) Stock Splits, Subdivisions, Reclassifications or Combinations. If the Company shall at any time or from time to time (a) declare, order, pay or make a dividend or make a distribution on its Ordinary Shares in additional Ordinary Shares, (b) split, subdivide or reclassify the outstanding Ordinary Shares into a greater number of shares or (c) combine or reclassify the outstanding Ordinary Shares into a smaller number of shares, the number of Warrant Shares issuable upon exercise of this Warrant at the time of the record date for such dividend or distribution or the effective date of such split, subdivision, combination or reclassification shall be proportionately adjusted so that the Warrantholder immediately after such record date or effective date, as the case may be, shall be entitled to purchase the number of Ordinary Shares that such holder would have owned or been entitled to receive in respect of the Ordinary Shares subject to this Warrant after such date had this Warrant been exercised in full immediately prior to such record date or effective date, as the case may be (disregarding whether or not this Warrant had been exercisable by its terms at such time). In the event of such adjustment, the Exercise Price in effect at the time of the record date for such dividend or distribution or the effective date of such split, subdivision, combination or reclassification shall be immediately adjusted to the number obtained by dividing (x) the product of (1) the number of Warrant Shares issuable upon the exercise of this Warrant in full before the adjustment determined pursuant to the immediately preceding sentence (disregarding whether or not this Warrant was exercisable by its terms at such time) and (2) the Exercise Price in effect immediately prior to the record or effective date, as the case may be, for the dividend, distribution, split, subdivision, combination or reclassification giving rise to such adjustment by (y) the new number of Warrant Shares issuable upon exercise of this Warrant in full determined pursuant to the immediately preceding sentence (disregarding whether or not this Warrant is exercisable by its terms at such time).

(ii) Distributions. If the Company, at any time while this Warrant is outstanding, declares or makes any dividend or distributes to holders of Ordinary Shares (and not to the Warrantholder) evidence of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin-off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (collectively, a "Distribution"), then the Warrantholder will be entitled to participate in such Distribution to the same extent that the Warrantholder would have participated therein if the Warrantholder had held the number of Ordinary Shares acquirable upon exercise of this Warrant solely to the extent exercisable immediately before the date as of which a record is taken for such Distribution, or if no such record is taken, the date as of which the record holders of Ordinary Shares are to be determined for the participation in such Distribution.

(iii) Repurchases. If the Company shall at any time or from time to time effect Repurchases, then the Exercise Price shall be reduced to the price determined by multiplying the Exercise Price in effect immediately prior to the first purchase of Equity Interests comprising such Repurchases by a fraction of which the numerator shall be (a) the product of (1) the number of Ordinary Shares outstanding immediately prior to the first purchase of Equity Interests comprising such Repurchases and (2) the Market Price per Ordinary Share on the Trading Day immediately preceding the first public announcement by the Company of the intent to effect such Repurchases, minus (b) the Assumed Payment Amount, and of which the denominator shall be the product of (X) the number of Ordinary Shares outstanding immediately prior to the first purchase of Equity Interests comprising such Repurchases minus the number of Ordinary Shares so repurchased and (Y) the Market Price per Ordinary Share on the Trading Day immediately preceding the first public announcement by the Company of the intent to effect such Repurchases. In such event, the number of Warrant Shares issuable upon the exercise of this Warrant shall be increased to the number obtained by multiplying such number of Warrant Shares by the quotient of (A) the Exercise Price in effect immediately prior to the first purchase of Equity Interests comprising such Repurchases divided by (B) the new Exercise Price determined in accordance with the immediately preceding sentence. For the avoidance of doubt, no increase to the Exercise Price or decrease in the number of Warrant Shares issuable upon exercise of this Warrant shall be made pursuant to this Section 12(iii). For purposes of the foregoing, the “Assumed Payment Amount” with respect to any Repurchases shall mean the aggregate Market Price (in the case of securities) and/or Fair Market Value (in the case of cash and/or any other property), as applicable, as of such Repurchases, of the aggregate consideration paid to effect such Repurchases.

(iv) Acquisition Transactions. In case of any Acquisition Transaction or reclassification of Ordinary Shares (other than a reclassification of Ordinary Shares subject to adjustment pursuant to Section 12(i)), notwithstanding anything to the contrary contained herein, (a) the Company shall notify the Warrantholder in writing of such Acquisition Transaction or reclassification as promptly as practicable (but in no event later than ten (10) Business Days prior to the effectiveness thereof), (b) the Warrant Shares shall immediately vest fully and become non-forfeitable, and subject to clause (c) below, become immediately exercisable upon consummation of such Acquisition Transaction or reclassification and (c) solely in the event of an Acquisition Transaction that is a Business Combination or a reclassification, the Warrantholder’s right to receive Warrant Shares upon exercise of this Warrant shall be converted, effective upon the occurrence of such Business Combination or reclassification, into the right to exercise this Warrant to acquire the number of shares of stock or other securities or property (including cash) that the Ordinary Shares issuable (at the time of such Business Combination or reclassification) upon exercise of this Warrant immediately prior to such Business Combination or reclassification would have been entitled to receive upon consummation of such Business Combination or reclassification. In determining the kind and amount of stock, securities or the property receivable upon exercise of this Warrant upon and following adjustment pursuant to this paragraph, if the holders of Ordinary Shares have the right to elect the kind or amount of consideration receivable upon consummation of such Business Combination, then the Warrantholder shall have the right to make the same election upon exercise of this Warrant with respect to the number of shares of stock or other securities or property that the Warrantholder shall receive upon exercise of this Warrant. The Company, or the Person or Persons formed by the applicable Business Combination or reclassification, or that acquire(s) the applicable Ordinary Shares, as the case may be, shall make lawful provisions to establish such rights and to provide for such adjustments that, for events from and after such Business Combination or reclassification, shall be as nearly equivalent as possible to the rights and adjustments provided for herein, and the Company shall not be a party to or permit any such Business Combination or reclassification to occur unless such provisions are made as a part of the terms thereof.

(v) Rounding of Calculations; Minimum Adjustments. All calculations under this Section 12 shall be made to the nearest one-tenth (1/10th) of a cent or to the nearest one-hundredth (1/100th) of a share, as the case may be. Any provision of this Section 12 to the contrary notwithstanding, no adjustment in the Exercise Price or the number of Warrant Shares into which this Warrant is exercisable shall be made if the amount of such adjustment would be less than \$0.01 or one-tenth (1/10th) of an Ordinary Share, but any such amount shall be carried forward and an adjustment with respect thereto shall be made at the time of and together with any subsequent adjustment which, together with such amount and any other amount or amounts so carried forward, shall aggregate \$0.01 or one-tenth (1/10th) of an Ordinary Share, or more.

(vi) Timing of Issuance of Additional Securities upon Certain Adjustments. In any case in which (a) the provisions of this Section 12 shall require that an adjustment (the “Subject Adjustment”) shall become effective immediately after a record date (the “Subject Record Date”) for an event and (b) the Warrantholder exercises this Warrant after the Subject Record Date and before the consummation of such event, the Company may defer until the consummation of such event (i) issuing to such Warrantholder the incrementally additional Ordinary Shares or other property issuable upon such exercise by reason of the Subject Adjustment and (ii) paying to such Warrantholder any amount of cash in lieu of a fractional Ordinary Share; provided, however, that the Company upon request shall promptly deliver to such Warrantholder a due bill or other appropriate instrument evidencing such Warrantholder’s right to receive such additional shares (or other property, as applicable), and such cash, upon the consummation of such event.

(vii) Statement regarding Adjustments. Whenever the Exercise Price or the Warrant Shares into which this Warrant is exercisable shall be adjusted as provided in Section 12, the Company shall promptly prepare a statement showing in reasonable detail the facts requiring such adjustment and the Exercise Price that shall be in effect and the Warrant Shares into which this Warrant shall be exercisable after such adjustment, and cause a copy of such statement to be delivered to the Warrantholder as promptly as practicable after the event giving rise to the adjustment.

(viii) Notice of Adjustment Event. In the event that the Company shall propose to take any action of the type described in this Section 12 (but only if the action of the type described in this Section 12 would result in an adjustment in the Exercise Price or the Warrant Shares into which this Warrant is exercisable or a change in the type of securities or property to be delivered upon exercise of this Warrant), the Company shall provide written notice to the Warrantholder, which notice shall specify the record date, if any, with respect to any such action and the approximate date on which such action is to take place. Such notice shall also set forth the facts with respect thereto as shall be reasonably necessary to indicate the effect on the Exercise Price and the number, kind or class of shares or other securities or property that shall be deliverable upon exercise of this Warrant. In the case of any action that would require the fixing of a record date, such notice shall be given at least ten (10) days prior to the date so fixed. In case of all other actions, such notice shall be given at least ten (10) days prior to the taking of such proposed action unless the Company reasonably determines in good faith that, given the nature of such action, the provision of such notice at least ten (10) days in advance is not reasonably practicable from a timing perspective, in which case such notice shall be given as far in advance prior to the taking of such proposed action as is reasonably practicable from a timing perspective.

(ix) Adjustment Rules. Any adjustments pursuant to this Section 12 shall be made successively whenever an event referred to herein shall occur. If an adjustment in the Exercise Price made hereunder would reduce the Exercise Price to an amount below par value of the Ordinary Shares, then such adjustment in the Exercise Price made hereunder shall reduce the Exercise Price to the par value of the Ordinary Shares.

(x) No Impairment. The Company shall not, by amendment of its certificate of incorporation, bylaws or any other organizational document, or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but shall at all times in good faith assist in the carrying out of all the provisions of this Warrant. In furtherance and not in limitation of the foregoing, the Company shall not take or permit to be taken any action that would (a) increase the par value of any Ordinary Shares receivable upon the exercise of this Warrant above the Exercise Price then in effect or (b) entitle the Warrantholder to an adjustment under this Section 12 if the total number of Ordinary Shares issuable after such action upon exercise of this Warrant in full (disregarding whether or not this Warrant is exercisable by its terms at such time), together with all Ordinary Shares then outstanding and all Ordinary Shares then issuable upon the exercise in full of any and all outstanding Equity Interests (disregarding whether or not any such Equity Interests are exercisable by their terms at such time) would exceed the total number of Ordinary Shares then authorized by its certificate of incorporation.

(xi) Proceedings Prior to Any Action Requiring Adjustment. As a condition precedent to the taking of any action that would require an adjustment pursuant to this Section 12, the Company shall promptly take any and all action that may be necessary, including obtaining regulatory or other governmental, The NASDAQ Global Select Market or other applicable securities exchange, corporate or shareholder approvals or exemptions, in order that the Company may thereafter validly and legally issue as fully paid and nonassessable all Ordinary Shares, or all other securities or other property, that the Warrantholder is entitled to receive upon exercise of this Warrant pursuant to this Section 12.

13. Mandatory Exercise upon Change of Control. Notwithstanding anything to the contrary contained herein, in the event of the consummation prior to the Expiration Time of a Business Combination where all outstanding Ordinary Shares are exchanged solely for cash consideration, the Company shall have the right (a) if the consideration per Ordinary Share to be received by the holders of Ordinary Shares in such Business Combination is greater than the Exercise Price, to cause the Warrantholder to exercise this Warrant with respect to all Warrant Shares as of the consummation of such Business Combination and (b) if the consideration per Ordinary Share to be received by the holders of Ordinary Shares in such Business Combination is less than or equal to the Exercise Price, to cause this Warrant to be automatically and immediately cancelled and terminated as of the consummation of such Business Combination with respect to all Warrant Shares; provided that the Company must give written notice to the Warrantholder at least ten (10) Business Days prior to the date of consummation of such qualifying Business Combination, which notice shall specify the expected date on which such qualifying Business Combination is to take place and set forth the facts with respect thereto as shall be reasonably necessary to indicate the amount of cash deliverable upon exercise of this Warrant and to each outstanding Ordinary Share; provided, further, that the Company may only cause this Warrant to be exercised or cancelled, as applicable, concurrently with the consummation of such qualifying Business Combination and the Warrantholder shall be entitled to receive the cash consideration as determined pursuant to Section 12(iv). If the Warrantholder is required to exercise this Warrant pursuant to this Section 13, the Warrantholder shall notify the Company within five (5) Business Days after receiving the Company's written notice described above in this Section 13 whether it is electing to exercise this Warrant through a Cash Exercise or a Cashless Exercise. If the Warrantholder (i) does not provide such notice within five (5) Business Days after receiving the Company's written notice described above in this Section 13, or (ii) elects a Cash Exercise but does not pay the applicable Exercise Price for the Warrant Shares thereby purchased to the Company upon the consummation of such qualifying Business Combination, then, in either such case, the Company shall effect the exercise of this Warrant through a Cashless Exercise.

14. Beneficial Ownership Limitation. Notwithstanding anything in this Warrant to the contrary: (i) the Company will not honor any exercise of this Warrant, and the Warrantholder will not have the right to exercise any portion of this Warrant, to the extent that, after giving effect to an attempted exercise set forth on the applicable Notice of Exercise, the Warrantholder (or any of its Affiliates and other persons whose beneficial ownership of the relevant securities would be aggregated with the Warrantholder's for purposes of Section 13(d) or Section 16 of the Exchange Act) would beneficially own in excess of 4.999% of any class of voting equity securities subject to the Exchange Act, calculated in accordance with Section 13(d) of the Exchange Act and the related rules and regulations and after giving effect to the exercise of this Warrant; (ii) none of the limitations of clause (i) will be taken into account when determining the amount of securities or other noncash property subject to the assumed Warrant or the amount of cash the Warrantholder is entitled to receive in the event of an Acquisition Transaction; (iii) the provisions of this sentence should be construed and implemented in a manner otherwise than in strict conformity with the terms of this sentence to correct this sentence (or any portion hereof), which may be defective or inconsistent with the intended beneficial ownership limitation of clause (i), or make changes or supplements necessary or desirable to properly give effect to such limitation; and (iv) the limitations in clause (i) may be waived or amended by the Warrantholder, in its sole discretion, upon written notice to the Company, which waiver or amendment will not be effective until the 61st day after such notice is delivered by the Warrantholder to the Company; provided that in no event shall such waiver or amendment permit Warrantholder (or any of its Affiliates and other persons whose beneficial ownership of the relevant securities would be aggregated with the Warrantholder's for purposes of Section 13(d) or Section 16 of the Exchange Act) to beneficially own in excess of 9.999% of any class of voting equity securities of the Company subject to the Exchange Act, calculated in accordance with Section 13(d) of the Exchange Act and the related rules and regulations and after giving effect to the exercise of this Warrant.

15. Governing Law and Jurisdiction. **This Warrant shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to any choice or conflict-of-law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In addition, each of the parties (a) expressly submits to the personal jurisdiction and venue of the United States District Court for the Southern District of New York ("SDNY") or, if the SDNY is unavailable, state court located in the borough of Manhattan, New York, in the event any dispute (whether in contract, tort or otherwise) arises out of this Warrant or the transactions contemplated hereby, (b) expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that such courts are an inconvenient forum, and (c) agrees that it shall not bring any claim, action or proceeding relating to this Warrant or the transactions contemplated hereby in any court other than courts referenced in, and in stipulated preference ranking of, the preceding clause (a). Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail or by overnight courier service, postage prepaid, to its address set forth in Section 18, such service to become effective ten (10) days after such mailing.**

16. Binding Effect. This Warrant shall be binding upon any successors or assigns of the Company.

17. Amendments. This Warrant may be amended and the observance of any term of this Warrant may be waived only with the written consent of the Company and the Warrantholder.

18. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and deemed to have been duly given (a) if sent by United Parcel Service, FedEx or DHL on an overnight basis, signature receipt required, two Business Days after mailing, (b) if sent by email, with a copy mailed on the same day (or next Business Day, if such day is not a Business Day) in the manner provided in clause (a) of this Section 18 when transmitted and receipt is confirmed or (c) if otherwise personally delivered, when delivered with signature receipt required. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

If to the Company, to:

Name: Kornit Digital Ltd.
Address: 2 Ha'Amal Street, Afek Park, Rosh-Ha'Ayin 4809246, Israel
Fax: +972 3 908 0280
Email: Guy.Avidan@kornit.com
Attn: Guy Avidan

with a copy to (which copy alone shall not constitute notice):

Name: Meitar | Law Offices
Address: 16 Abba Hillel Silver Road, Ramat Gan 5250608, Israel

Fax: + 972 3 610 3688
Email: Avivav@meitar.com
Attn: Aviv Advidan-Shalit

and

Name: White & Case LLP
Address: 1221 Avenue of the Americas, New York, NY 10020-1095
Fax: +1 212 354 8113
Email: cdiamond@whitecase.com
Attn: Colin Diamond

If to the Warrantholder, to:

Amazon.com NV Investment Holdings LLC
410 Terry Avenue North
Seattle, WA 98109-5210
Attn: General Counsel
Fax: (206) 266-7010

with a copy to (which copy alone shall not constitute notice):

Gibson, Dunn & Crutcher LLP
1881 Page Mill Road
Palo Alto, California 94304
Attn: Ed Batts, Esq.
Fax: (650) 849-5092
Email: ebatts@gibsondunn.com

19. Entire Agreement. This Warrant and the forms attached hereto, the Transaction Agreement, the other Transaction Documents and the Confidentiality Agreement constitute the entire agreement and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof.

20. Specific Performance. The parties agree that failure of any party to perform its agreements and covenants under this Warrant, including a party's failure to take all actions as are necessary on such party's part in accordance with the terms and conditions of this Warrant to consummate the transactions contemplated by this Warrant, will cause irreparable injury to the other party, for which monetary damages, even if available, will not be an adequate remedy. It is agreed that the parties shall be entitled to equitable relief, including injunctive relief and specific performance of the terms hereof, without the requirement of posting a bond or other security, and each party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of a party's obligations and to the granting by any court of the remedy of specific performance of such party's obligations under this Warrant, this being in addition to any other remedies to which the parties are entitled at law or equity.

21. Limitation of Liability. No provision of this Warrant, in the absence of any affirmative action by the Warrantholder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of Warrantholder, shall give rise to any liability of the Warrantholder for the purchase price of any Ordinary Shares or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company. The sole liability of the Warrantholder under this Warrant shall be the payment of the applicable aggregate Exercise Price if and when this Warrant is exercised pursuant to a Cash Exercise in part or in whole.

22. Interpretation. When a reference is made in this Warrant to "Sections" or "Annexes" such reference shall be to a Section of, or Annex to, this Warrant unless otherwise indicated. The terms defined in the singular have a comparable meaning when used in the plural and vice versa. References to "herein," "hereof," "hereunder" and the like refer to this Warrant as a whole and not to any particular section or provision, unless the context requires otherwise. References to "parties" refer to the parties to this Warrant. The headings contained in this Warrant are for reference purposes only and not part of this Warrant. Whenever the word "include," "includes" or "including" is used in this Warrant, it shall be deemed followed by the words "without limitation." No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Warrant, as this Warrant is the product of negotiation between sophisticated parties advised by counsel. Any reference to a wholly owned subsidiary of a Person shall mean such subsidiary is directly or indirectly wholly owned by such Person. All references to "\$" or "dollars" mean the lawful currency of the United States of America, and all references to "NIS" mean the lawful currency of the State of Israel. Except as expressly stated in this Warrant, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation shall include any successor to the section.

23. Book Entry. The Company shall cause its transfer agent to maintain its books and records for any Warrant Shares and shall cause its transfer agent or shall itself maintain its books and records for the Warrants and, in each case, any reissuances thereof, in book-entry form only, unless Warrantholder and/or an authorized transferee requests the physical issuance of an applicable security. The Company shall be responsible for all fees and expenses of its transfer agent with respect to maintaining the Warrant Shares and, if applicable, the Warrant, in book-entry form.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by a duly authorized officer.

Dated: September 14, 2020

KORNIT DIGITAL LTD.

By: /s/ Guy Avidan
Name: Guy Avidan
Title: Chief Financial Officer

Acknowledged and Agreed

AMAZON.COM NV INVESTMENT HOLDINGS LLC

By: /s/ Torben Severson
Name: Torben Severson
Title: Authorized Signatory

[Form of Notice of Vesting Event]
Date:

TO: Amazon.com, Inc.

RE: Notice of Vesting Event

Reference is made to that certain Warrant to Purchase Ordinary Shares, dated as of September 14, 2020 (the "Warrant"), issued to Amazon.com NV Investment Holdings LLC representing a warrant to purchase 3,401,028 Ordinary Shares of Kornit Digital Ltd. (the "Company"). Capitalized terms used herein without definition are used as defined in the Warrant.

The undersigned hereby delivers notice to you that a Vesting Event has occurred under the terms of the Warrant.

A. Vesting Event. The following Vesting Event has occurred on or around _____, 202__:

_____ [***].

B. Vested Warrant Shares. After giving effect to the Vesting Event referenced in Paragraph A above, the aggregate number of Warrant Shares issuable upon exercise of the Warrant that have vested under the terms of the Warrant is:

C. Exercised Warrant Shares. The aggregate number of Warrant Shares issuable upon exercise of the Warrant that have been exercised as of the date hereof is:

D. Purchase Price of Exercised Warrant Shares. The aggregate purchase price of the Warrant Shares that have been exercised as of the date hereof is:

E. Unexercised Warrant Shares. After giving effect to the Vesting Event referenced in Paragraph A above, the aggregate number of Warrant Shares issuable upon exercise of the Warrant that have vested but remain unexercised under the Warrant is:

KORNIT DIGITAL LTD.

By: _____
Name:
Title:

[Form of Notice of Exercise]

Date:

TO: Kornit Digital Ltd.

RE: Election to Purchase Ordinary Shares

The undersigned, pursuant to the provisions set forth in the attached Warrant, hereby agrees to subscribe for and purchase the number of Ordinary Shares set forth below covered by such Warrant. The undersigned, in accordance with Section 3 of the Warrant, hereby agrees to pay the aggregate Exercise Price for such Ordinary Shares. A new warrant evidencing the remaining Ordinary Shares covered by such Warrant, but not yet subscribed for and purchased, if any, should be issued in the name of the Warrantholder. Capitalized terms used herein without their definitions are used as defined in the Warrant.

Number of Ordinary Shares with respect to which the Warrant is being exercised (including shares to be withheld as payment of the Exercise Price pursuant to Section 3(ii)(b)(ii) of the Warrant, if any):

Method of Payment of Exercise Price (note if Cashless Exercise pursuant to Section 3(ii)(b)(ii) of the Warrant or Cash Exercise pursuant to Section 3(ii)(b)(i) of the Warrant):

Aggregate Exercise Price: _____

Holder:

By: _____

Name:

Title:

Exhibit A
Form of Non-Israeli Resident Declaration



TRANSACTION AGREEMENT

Dated as of September 14, 2020

by and between

KORNIT DIGITAL LTD.

and

AMAZON.COM, INC.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I WARRANT ISSUANCE; CLOSING	
1.1	Warrant Issuance 1
1.2	Closing 1
1.3	Interpretation 1
ARTICLE II REPRESENTATIONS AND WARRANTIES	
2.1	Disclosure; Non-Reliance 2
2.2	Representations and Warranties of the Company 3
2.3	Representations and Warranties of Amazon 6
2.4	Survival 8
ARTICLE III COVENANTS	
3.1	Efforts 8
3.2	Public Announcements 10
3.3	Expenses 11
3.4	Tax Treatment 12
ARTICLE IV ADDITIONAL AGREEMENTS	
4.1	Acquisition for Investment 12
4.2	Legend 12
4.3	Anti-Takeover Provisions 13
4.4	Transfer Restrictions 13
4.5	Standstill Provisions 14
ARTICLE V DEFINITIONS	
5.1	Defined Terms 16
ARTICLE VI MISCELLANEOUS	
6.1	Termination of This Agreement; Other Triggers 21
6.2	Amendment 22
6.3	Waiver of Conditions 22
6.4	Counterparts and Facsimile 22
6.5	Governing Law; Submission to Jurisdiction; WAIVER OF JURY TRIAL 22
6.6	Notices 23
6.7	Entire Agreement, Etc 23
6.8	Assignment 24
6.9	Severability 24
6.10	No Third-Party Beneficiaries 24
6.11	Specific Performance 24
6.12	Prior Rights 24
LIST OF ANNEXES	
ANNEX A:	Form of Warrant
ANNEX B:	Form of Undertaking

This **TRANSACTION AGREEMENT**, dated as of September 14, 2020 (this "Agreement"), is by and between Kornit Digital Ltd., an Israeli limited company (the "Company"), and Amazon.com, Inc., a Delaware corporation ("Amazon").

RECITALS:

WHEREAS, subject to the terms and conditions hereof, each of the Company and Amazon determined it was advisable and in the best interests of their respective companies and stockholders to enter into an amendment to that certain Master Purchase Agreement, effective as of May 1, 2016 by and between the Company and Amazon Corporate LLC (as amended and including all annexes, schedules and exhibits thereto, the "Master Purchase Agreement");

WHEREAS, in connection with the transactions contemplated hereby, and subject to the terms and conditions hereof, the Company desires to issue to Amazon.com NV Investment Holdings LLC, a wholly owned subsidiary of Amazon ("NV Investment Holdings"), and NV Investment Holdings desires to acquire from the Company, at the Closing, a warrant to purchase a specified number of the Company's ordinary shares, NIS 0.01 par value per share (the "Ordinary Shares"); and

WHEREAS, each of the parties wishes to set forth in this Agreement certain terms and conditions regarding, among other things, NV Investment Holdings's ownership of the Warrant and Warrant Shares (as defined below), as applicable;

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, and intending to be legally bound, the parties agree as set forth herein.

ARTICLE I WARRANT ISSUANCE; CLOSING

1.1 Warrant Issuance. On the terms and subject to the conditions set forth in this Agreement, the Company shall issue to NV Investment Holdings, and NV Investment Holdings shall acquire from the Company, at the Closing, a warrant to purchase up to an aggregate of 3,401,028 Warrant Shares, subject to adjustment in accordance with its terms, in the form attached hereto as Annex A (the "Warrant"). The issuance of the Warrant by the Company and the acquisition of the Warrant by NV Investment Holdings are referred to herein as the "Warrant Issuance."

1.2 Closing. The closing of the Warrant Issuance (the "Closing") shall take place electronically via exchange of executed documents, immediately following the execution and delivery of this Agreement. At the Closing, the Company shall deliver to Amazon the Warrant, as evidenced by a duly and validly executed warrant certificate dated as of the date hereof and bearing appropriate legends as hereinafter provided for.

1.3 Interpretation. When a reference is made in this Agreement to "Recitals," "Articles," "Sections," "Annexes," "Schedules" or "Exhibits" such reference shall be to a Recital, Article or Section of, or Annex, Schedule or Exhibit to, this Agreement unless otherwise indicated. The terms defined in the singular have a comparable meaning when used in the plural and vice versa. References to "herein," "hereof," "hereunder" and the like refer to this Agreement as a whole and not to any particular section or provision, unless the context requires otherwise. References to "parties" refer to the parties to this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the word "include," "includes" or "including" is used in this Agreement, it shall be deemed followed by the words "without limitation." No rule of construction against the draftsman shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel. Any reference to a wholly owned subsidiary of a Person shall mean such subsidiary is directly or indirectly wholly owned by such Person. All references to "\$" or "dollars" mean the lawful currency of the United States of America, and all references to "NIS" mean the lawful currency of the State of Israel. Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation shall include any successor to the section. The term "Business Day" means any day, other than a Friday, Saturday, Sunday or any other day on which commercial banks in New York, New York or the State of Israel are authorized or required by Applicable Law to be closed. With respect to the Warrant and Warrant Shares, such term shall include any Ordinary Shares or other securities of the Company received by NV Investment Holdings as a result of any stock split, stock dividend or distribution, other subdivision, reorganization, reclassification or similar capital transaction.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

2.1 Disclosure; Non-Reliance.

(a) “Material Adverse Effect” means any change, effect, event, development, circumstance or occurrence (each, an “Effect”) that, taken individually or when taken together with all other applicable Effects, has been, is or would reasonably be, expected to be materially adverse to (i) the business, assets, condition (financial or otherwise), prospects or results of operations of the Company and its subsidiaries, taken as a whole, or (ii) the ability of the Company to complete the transactions contemplated by the Transaction Documents or to perform its obligations under the Transaction Documents; provided, however, that in no event shall any Effect, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been, is or would be, a Material Adverse Effect to the extent resulting from: (A) any change in general economic, market or political conditions; (B) conditions generally affecting the industry in which the Company operates; (C) any change in generally accepted accounting principles in the United States (“GAAP”) or Applicable Law; (D) any act of war (whether or not declared), armed hostilities, sabotage or terrorism, or any material escalation or worsening of any such events, or any national disaster or any national or international calamity; (E) any epidemic, pandemic or disease outbreak (including COVID-19) or anything reasonably arising therefrom, including, without limitation, changes in Applicable Law, customer or supplier behavior, the values of share prices traded on any stock market or exchange; (F) any failure, in and of itself, to meet internal or published projections, forecasts, targets or revenue or earnings predictions for any period, as well as any change, in and of itself, by the Company in any projections, forecasts, targets or revenue or earnings predictions for any period (provided that the underlying causes of such failures (to the extent not otherwise falling within one of the other exceptions in this proviso) may constitute or be taken into account in determining whether there has been, is, or would be, a Material Adverse Effect); (G) any change in the price or trading volume of the Ordinary Shares (provided that the underlying causes of such change (to the extent not otherwise falling within one of the other exceptions in this proviso) may constitute or be taken into account in determining whether there has been, is or would be, a Material Adverse Effect); or (H) the announcement of this Agreement or the other Transaction Documents, including, to the extent attributable to such announcement, any loss of or adverse change in the relationship, contractual or otherwise, of the Company and its subsidiaries with their respective employees, customers, distributors, licensors, licensees, vendors, lenders, investors, partners or suppliers; provided, further, however, that any Effect referred to in clauses (A) through (E) may be taken into account in determining whether or not there has been, is, or would be, a Material Adverse Effect to the extent such Effect has a disproportionate adverse effect on the Company and its subsidiaries, taken as a whole, as compared to other similarly situated participants in the industry in which the Company and its subsidiaries operate (in which case any adverse effect(s) to the extent disproportionate may be taken into account in determining whether or not there has been, is or would be a Material Adverse Effect).

(b) “Previously Disclosed” means information set forth or incorporated in the Company’s Annual Report on Form 20-F for the fiscal year ended December 31, 2019 or its other reports, statements and forms (including exhibits and other information incorporated therein) filed with or furnished to the Securities and Exchange Commission (the “Commission”) under Section 13(a), 14(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or under the Securities Act of 1933, as amended (the “Securities Act”), in each case on or after December 31, 2019 (the “SEC Reports”) (in each case excluding any disclosures set forth in any risk factor section and in any section relating to forward-looking or safe harbor statements), to the extent such SEC Reports are filed or furnished at least five (5) Business Days prior to the execution and delivery of this Agreement.

(c) Each party acknowledges that it is not relying upon any representation or warranty of the other party, express or implied, not set forth in the Transaction Documents. Amazon acknowledges that it has had an opportunity to conduct such review and analysis of the business, assets, condition, operations and prospects of the Company and its subsidiaries, including an opportunity to ask such questions of management and review such information maintained by the Company and its subsidiaries, in each case as it considers sufficient for the purpose of consummating the transactions contemplated by the Transaction Documents. Amazon further acknowledges that it has had such an opportunity to consult with its own counsel, financial and tax advisers and other professional advisers as it believes is sufficient for purposes of the transactions contemplated by the other Transaction Documents. For purposes of this Agreement, the term “Transaction Documents” refers collectively to this Agreement, the Master Purchase Agreement, the Warrant and any other agreement entered into by and among the parties and/or their Affiliates on the date hereof in connection with the transactions contemplated hereby or thereby, in each case, as amended, modified or supplemented from time to time in accordance with their respective terms.

2.2 Representations and Warranties of the Company. Except as Previously Disclosed or as set forth in the correspondingly numbered section of the Disclosure Schedules, the Company represents and warrants as of the date of this Agreement and, in the case of the representation in the last sentence of Section 2.2(c), as of the date of each issuance of Warrant Shares, to Amazon that:

(a) Organization and Authority. The Company has been and is a limited company duly organized and validly existing under the laws of the State of Israel, the annual fees of the Company payable or due to the Israeli Companies Registrar have been duly paid, and the Company is not an “infringing company” under Section 362A(a) of the Israeli Companies Law, 5759-1999. The Company has the full corporate power and authority to own its properties and conduct its business in all material respects as currently conducted, and, except as would not constitute a Material Adverse Effect, has been and is duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which its ownership or leasing of property or the conduct of its business requires such qualification. The Company has made available to Amazon complete and correct copies of the Company’s articles of association, as of the date of this Agreement, and such articles of association are in full force and effect.

(b) Capitalization. The authorized capital stock of the Company consists of 200,000,000 Ordinary Shares of which, as of the close of business on September 9, 2020, 41,197,714 shares were issued and outstanding. As of the close of business on September 9, 2020, the Company had (i) options to purchase 804,820 Ordinary Shares outstanding under Company Stock Plans without giving effect to all forfeitures or exercises that may have occurred during the quarter ending September 30, 2020, including an estimated 11,248 Ordinary Shares reasonably estimated to be underlying options, the precise number of which remains subject to change based on the application of the Binomial Option Pricing Method to a dollar-based equity compensation award, (ii) 35,313 Ordinary Shares underlying performance share units, including an estimated 16,871 Ordinary Shares reasonably estimated to be underlying performance share units, the precise number of which remains subject to change based on the application of the Monte-Carlo Option Pricing Method to a dollar-based equity compensation award, (iii) 852,362 Ordinary Shares underlying restricted share units outstanding under the Company Stock Plans, (iv) 2,856,860 Ordinary Shares reserved for additional grants under the Company Stock Plans without giving effect to all forfeitures or exercises that may have occurred during the quarter ending September 30, 2020 or any adjustments based on the application of the pricing models specified in clauses (i) and (ii), (v) no other restricted shares, restricted share units or other share-based awards outstanding under the Company Stock Plans, (vi) an aggregate of 2,294,877 Ordinary Shares issuable upon cashless exercise of the Prior Warrant as of September 10, 2020 (assuming all Ordinary Shares subject to the Prior Warrant fully vest) and (vii) no other warrants to purchase Ordinary Shares outstanding. Since the close of business on September 9, 2020, no shares have been issued or subject to any obligation to be issued, other than those issuable upon exercise of the Prior Warrant or previously outstanding share based awards, including stock options, performance share units or restricted share units. Since the close of business on September 9, 2020, no restricted shares, restricted share units or other share-based awards have been granted. The outstanding Ordinary Shares have been duly authorized and are validly issued, fully paid and nonassessable, and subject to no preemptive rights (and were not issued in violation of any preemptive rights, the Company’s articles of association, or any Applicable Laws). Except as set forth above or pursuant to the Transaction Documents, there are no (A) shares of capital stock or other Equity Securities or Voting Securities of the Company authorized, reserved for issuance, issued or outstanding, (B) options, warrants, calls, preemptive rights, subscription or other rights, instruments, agreements, arrangements or commitments of any character, obligating the Company or any of its subsidiaries to issue, transfer or sell or cause to be issued, transferred or sold any shares of capital stock or other Equity Security or Voting Security in the Company or any securities or instruments convertible into or exchangeable for such shares of capital stock or other Equity Securities or Voting Securities, or obligating the Company or any of its subsidiaries to grant, extend or enter into any such option, warrant, call, preemptive right, subscription or other right, instrument, agreement, arrangement or commitment, (C) outstanding contractual obligations of the Company or any of its subsidiaries to repurchase, redeem or otherwise acquire any capital stock or other Equity Securities or Voting Securities of the Company, or (D) issued or outstanding performance awards, units, rights to receive any capital stock or other Equity Securities or Voting Securities of the Company on a deferred basis, or rights to purchase or receive any capital stock or Equity Securities or Voting Securities issued or granted by the Company to any current or former director, officer, employee or consultant of the Company. No subsidiary of the Company owns any shares of capital stock or other Equity Securities or Voting Securities of the Company. There are no voting trusts or other agreements or understandings to which the Company or any of its subsidiaries is a party with respect to the voting of the capital stock or other Equity Securities or Voting Securities of the Company. All options granted and shares reserved or issued pursuant to the Company Stock Plans have been granted, reserved and issued in all material respects in full compliance with their respective Company Stock Plan and Applicable Law. The issuance of the Warrant and the Warrant Shares will not result in any adjustment to the conversion price or exercise price of any securities of the Company that are convertible into, or exercisable for, Ordinary Shares.

(c) The Warrant and Warrant Shares. The Warrant has been duly authorized by the Company and constitutes a valid, legal and binding obligation of the Company in accordance with its terms, except as the same may be limited by the Bankruptcy Exceptions. The Warrant Shares have been duly authorized and reserved for issuance upon exercise of the Warrant, and when so issued, paid for and delivered upon due exercise of the Warrant, will be validly issued, fully paid and nonassessable, and free and clear of any liens or encumbrances, other than liens or encumbrances created by the Transaction Documents, arising as a matter of Applicable Law or created by or at the direction of Amazon or any of its Affiliates.

(d) Authorization, Enforceability.

(i) The Company has full power and authority to execute and deliver this Agreement and the other Transaction Documents, as applicable, to consummate the transactions contemplated hereby and thereby, and to carry out its obligations hereunder and thereunder. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate (or analogous) action on the part of the Company and its stockholders, and no further approval or authorization is required on the part of the Company or its stockholders. This Agreement and the other Transaction Documents, assuming the due authorization, execution and delivery by the other parties hereto and thereto, are valid and binding obligations of the Company, enforceable against the Company and such subsidiary, respectively, in accordance with their respective terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles, regardless of whether such enforceability is considered in a proceeding at law or in equity ("Bankruptcy Exceptions").

(ii) The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents, as applicable, and the consummation of the transactions contemplated hereby and thereby and compliance by the Company with any of the provisions hereof and thereof, will not: (A) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of, any lien, security interest, charge or encumbrance upon any of the properties or assets of the Company or any of its subsidiaries under any of the terms, conditions or provisions of (x) its articles of association (or analogous organizational documents), or (y) any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which the Company or any of its subsidiaries is a party or by which it or any of its subsidiaries may be bound, or to which the Company or any of its subsidiaries or any of the properties or assets of the Company or any of its subsidiaries is subject; (B) subject to compliance with the statutes and regulations referred to in the next paragraph, violate any Applicable Law or Order applicable to the Company or any of its subsidiaries or any of their respective properties or assets except, in the case of clauses (A)(y) and (B), for those occurrences that would not constitute a Material Adverse Effect; (C) result in any payment (including severance, unemployment compensation, forgiveness of indebtedness or otherwise) becoming due to any director or any employee of the Company or any of its subsidiaries under any employment, compensation or benefit plan, program, policy, agreement or arrangement that is sponsored, maintained or contributed to by the Company or any of its subsidiaries (each, a "Company Benefit Plan") or otherwise; (D) increase any benefits otherwise payable under any Company Benefit Plan; (E) result in any acceleration of the time of payment or vesting of any such benefits; (F) require the funding or acceleration of funding of any trust or other funding vehicle; or (G) constitute a "change in control," "change of control" or other similar term under any Company Benefit Plan; provided, however, that the foregoing shall not be deemed to include payments or other benefits under a Company Benefit Plan that (a) gives effect to the Company's performance of the Transaction Documents insofar as that performance impacts the Company's overall results of operations, and (b) are made to any individual whose compensation is based in part on performance related to a specific territory that is impacted by the Company's performance of the Transaction Documents.

(iii) Other than (A) such notices, filings, exemptions, reviews, authorizations, consents or approvals as have been made or obtained as of the date hereof, and (B) notices, filings, exemptions, reviews, authorizations, consents or approvals as may be required under, and other applicable requirements of (1) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the “HSR Act”) (if the parties may not rely on the “Investment-Only” exemption to the HSR Act), (2) any other Antitrust Laws, to the extent applicable, (3) the Exchange Act, (4) the Securities Act, (5) The NASDAQ Stock Market, LLC and (6) the Israeli Encouragement Of Industrial Research And Development Law, 5744-1984 (as amended, and all rules and regulations promulgated thereunder), no notice to, filing with, exemption or review by, or authorization, consent or approval of, any federal, national, state, local, municipal, international or multinational government or political subdivision thereof, governmental department, commission, board, bureau, agency, taxing or regulatory authority, judicial or administrative body, official, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign, including the Israel Lands Authority and quasi-governmental authorities such as the BIRD Foundation, or arbitrator or SRO (each, a “Governmental Entity”) is required to be made or obtained by the Company or any of its subsidiaries in connection with the consummation by the Company or any of its subsidiaries of the Warrant Issuance and the other transactions contemplated hereby and by the other Transaction Documents, except for any such notices, filings, exemptions, reviews, authorizations, consents and approvals the failure of which to make or obtain would not constitute a Material Adverse Effect. For purposes of this Agreement, “Antitrust Laws” means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other federal, state, local, domestic, foreign or supranational laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or that provide for review of foreign investment.

(e) Company Financial Statements; Internal Controls.

(i) Each of the consolidated financial statements included in the SEC Reports (A) complied as to form, as of their respective dates of filing with the Commission, in all material respects with the applicable accounting requirements and with the rules and regulations of the Commission, (B) was prepared in accordance with GAAP, in all material respects, applied on a consistent basis during the periods involved (except as may be indicated in such financial statements or in the notes thereto and subject, in the case of unaudited statements, to normal year-end audit adjustments and the absence of footnote disclosure), and (C) fairly presents, in all material respects, the consolidated financial position and the consolidated results of operations and cash flows (and changes in financial position, if any) of the Company and its subsidiaries as of the date and for the periods referred to in such financial statements except to the extent such financial statements have been modified or superseded by later SEC Reports, and except, in the case of the unaudited statements, as permitted by Rule 10-01 of Regulation S-X under the Exchange Act and pursuant to Section 13 or 15(d) of the Exchange Act and for normal year-end audit adjustments that would not be material in amount or effect; provided, however, that notwithstanding the foregoing, the quarterly financial disclosures furnished by the Company to the Commission under cover of Form 6-K do not constitute full financial statements prepared in accordance with GAAP insofar as they lack footnotes and certain other disclosures.

(ii) Neither the Company nor any of the Company's subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar agreement or arrangement, where the result, purpose or effect of such agreement or arrangement is to avoid disclosure of any material transaction involving, or material liabilities of, the Company or any of its subsidiaries in the SEC Reports (including the financial statements contained therein).

(iii) The Company has designed and maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) sufficient to provide reasonable assurances regarding the reliability of financial reporting. The Company (A) has designed and maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) to provide reasonable assurance that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules, regulations and forms, and is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure, and (B) has disclosed, based on its most recent evaluation of internal control over financial reporting, to the Company's outside auditors and the Audit Committee of the Board (x) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that would reasonably be expected to adversely affect the Company's ability to record, process, summarize and report financial information and (y) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting, all of which information described in clauses (x) and (y) above has been disclosed by the Company to Amazon prior to the date hereof. Any material change in internal control over financial reporting required to be disclosed in any SEC Report has been so disclosed.

(iv) Since December 31, 2017, neither the Company nor any of its subsidiaries has received any material complaint, allegation, assertion or claim regarding the accounting or auditing practices, procedures, methodologies or methods of the Company or any of its subsidiaries or their respective internal accounting controls.

(v) Each of the principal executive officer of the Company and the principal financial officer of the Company (or each former principal executive officer of the Company and each former principal financial officer of the Company, as applicable) has made all certifications required by Rules 13a-14 and 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act of 2002, as amended ("SOX"), with respect to the SEC Reports, and the statements contained in such certifications were true and complete on the date such certifications were made. For purposes of this Agreement, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in SOX.

(f) No Material Adverse Effect. Since December 31, 2019, no Material Adverse Effect has occurred.

(g) Reports.

(i) Since December 31, 2017, the Company has complied in all material respects with the filing requirements of Sections 13(a), 14(a) and 15(d) of the Exchange Act, and of the Securities Act.

(ii) The SEC Reports, when they became effective or were filed with the Commission, as the case may be, complied in all material respects with the requirements of the Securities Act, the Exchange Act and SOX as applicable, and none of such documents, when they became effective or were filed with the Commission, as the case may be, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) Litigation and Liabilities. Since December 31, 2017, (a) there have been, and there are, no civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or other proceedings pending, or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries that (i) relate to the Warrant or Warrant Shares, (ii) challenge the validity or enforceability of the Company's obligations under this Agreement or the Transaction Documents to which the Company is or will be a party or (iii) would, individually or in the aggregate, reasonably be likely to have a Material Adverse Effect, or (b) neither the Company nor any of its subsidiaries has incurred any obligations or liabilities that, individually or in the aggregate, have had or would likely result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries is a party to or subject to the provisions of any material judgment, order, writ, injunction, decree or award of any Governmental Entity.

(i) Anti-Takeover Provisions. The actions taken by the Board to approve this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby, assuming the accuracy of the representations and warranties of Amazon set forth in Section 2.3(c), constitute all action necessary to render inapplicable to this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby the provisions of any potentially applicable Anti-Takeover Provisions. The Company is not a party to any shareholder rights plan or "poison pill" agreement.

(j) Related Party Transactions. Except for compensation arrangements with respect to which all required disclosures have been made in the SEC Reports, no shareholder, officer or director of the Company or immediate family member thereof (a) is presently a party or has a direct or indirect interest in any Person (other than publicly traded securities) who is a party to any agreement with the Company, (b) owns any direct or any indirect interest in any assets of the Company or (c) has any cause of action or other claim against, or owes any amounts to, the Company except for claims of employees in the ordinary course of business, including for accrued vacation pay or for accrued benefits under a Company Benefit Plan. There are no outstanding notes payable to, accounts receivable from or advances by the Company to, and the Company is not otherwise a creditor of, any shareholder, director or officer or any Affiliate of such shareholder, director or officer.

(k) Registration Rights. The Company has not granted to any Person the right to request or require the Company to register any securities issued by the Company other than the rights granted to Amazon.

(l) Compliance with Laws. To the extent applicable to it and them, the Company and its subsidiaries are and since January 1, 2017 have been in compliance with and not in violation of (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. § 78dd1, et seq.), and the provisions of all anti-bribery, anti-corruption and anti-money laundering laws of each jurisdiction in which the Company and its subsidiaries operate, (ii) the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and laws administered by U.S. Treasury Office of Foreign Assets Control, including with respect to sanctioned individuals or countries, (iii) with respect to Israel, the Trading with the Enemy Ordinance – 1939; sanctions lists of individuals and unlawful entities administered by the Ministry of Defense, the Defense Export Control Law – 2007; the Law Governing the Control of Commodities and Services – 1957; the Order Regarding the Engagement in Encryption Items – 1974; the Declaration Governing the Control of Commodities and Services (Engagement in Encryption Items) (Amendment) – 1998; and the Import And Export Order (Control Of Dual-Purpose Goods, Services And Technology Exports) – 2006, and (iv) any other Applicable Laws with respect to the Company or its subsidiaries that the noncompliance with or violation of, individually or in the aggregate, has had or would be reasonably likely to result in a Material Adverse Effect. There is not, (A) to the Company's knowledge, any pending action against or investigation of any of the Company or its subsidiaries by or before, or disclosure to, any governmental entity in connection with an alleged violation of any laws set forth in the first sentence of this Section 2.2(l), or (B) any written allegation from any governmental entity asserting an alleged violation of any such laws.

(m) Brokers; Fees and Expenses. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses, in connection with the transactions contemplated by this Agreement or the other Transaction Documents based upon arrangements made by or on behalf of the Company.

2.3 Representations and Warranties of Amazon. Amazon hereby represents and warrants as of the date of this Agreement to the Company that:

(a) Organization. Amazon has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with the corporate power and authority to own its properties and conduct its business in all material respects as currently conducted.

(b) Authorization, Enforceability.

(i) Amazon and each of its subsidiaries that is a party to any other Transaction Document have the corporate or analogous power and authority to execute and deliver this Agreement and the other Transaction Documents to which they are a party, to consummate the transactions contemplated hereby and thereby, and to carry out their obligations hereunder and thereunder. The execution, delivery and performance by Amazon, and by each of its subsidiaries that is a party to any other Transaction Document, as applicable, of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or analogous action on its, or such subsidiary's, part, as applicable, and no further approval or authorization is required on its, or such subsidiary's, part, as applicable. This Agreement and the other Transaction Documents, assuming the due authorization, execution and delivery by the other parties hereto and thereto, are valid and binding obligations of Amazon, and such subsidiary, as applicable, enforceable against it, and such subsidiary, as applicable, in accordance with their respective terms, except as the same may be limited by Bankruptcy Exceptions. Notwithstanding anything to the contrary contained herein, the exercise of the Warrant may require further board of directors' (or analogous) approvals or authorizations on the part of Amazon or such subsidiary, as applicable (the "Exercise Approval").

(ii) The execution, delivery and performance by Amazon, or any such subsidiary, as applicable, of this Agreement and the other Transaction Documents to which it or any such subsidiary is a party and the consummation of the transactions contemplated hereby and thereby and compliance by it, and such subsidiary, as applicable, with any of the provisions hereof and thereof, will not (A) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of, any lien, security interest, charge or encumbrance upon any of its properties or assets under any of the terms, conditions or provisions of (x) subject to Exercise Approval, its, or such subsidiary's, as applicable, organizational documents or (y) any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which it, or such subsidiary, as applicable, is a party or by which it, or such subsidiary, as applicable, may be bound, or to which it, or such subsidiary, as applicable, or any of its, or such subsidiary's, as applicable, properties or assets are subject, or (B) subject to compliance with the statutes and regulations referred to in the next paragraph, violate any Applicable Law or Order applicable to it, or such subsidiary, as applicable, or any of its, or such subsidiary's, as applicable, properties or assets except, in the case of clauses (A)(y) and (B), for those occurrences that, individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect on the ability of Amazon to complete the transactions contemplated by the Transaction Documents or perform its obligations under the Transaction Documents.

(iii) Other than (A) such notices, filings, exemptions, reviews, authorizations, consents or approvals as have been made or obtained as of the date hereof, and (B) notices, filings, exemptions, reviews, authorizations, consents or approvals as may be required under, and other applicable requirements of (1) the HSR Act (if the parties may not rely on the "Investment-Only" exemption to the HSR Act), (2) any other Antitrust Laws, to the extent applicable, (3) the Exchange Act and (4) the Securities Act, no notice to, filing with, exemption or review by, or authorization, consent or approval of, any Governmental Entity is required to be made or obtained by it or any of its subsidiaries in connection with the consummation by Amazon or any of its subsidiaries of the Warrant Issuance and the other transactions contemplated hereby and by the other Transaction Documents, except for any such notices, filings, exemptions, reviews, authorizations, consents and approvals the failure of which to make or obtain have not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Amazon to complete the transactions contemplated by the Transaction Documents or to perform its obligations under the Transaction Documents.

(c) Ownership. Other than pursuant to this Agreement, the other Transaction Documents and the Warrant to Purchase Ordinary Shares dated January 10, 2017 ("Prior Warrant"), Amazon is not the Beneficial Owner of (i) any Ordinary Shares or (ii) any securities or other instruments representing the right to acquire Ordinary Shares.

(d) Brokers; Fees and Expenses. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses, in connection with the transactions contemplated by this Agreement or the other Transaction Documents based upon arrangements made by or on behalf of Amazon.

2.4 Survival. The representations and warranties in this Agreement shall survive until the later of (a) thirty (30) days after the date that the Company files with the Commission its audited consolidated financial statements for the fiscal year ending December 31, 2020 or (b) the twelve (12)-month anniversary of the Closing; provided that (i) the representations in Section 2.2(a), Section 2.2(b), Section 2.2(d) and Section 2.2(m) shall survive until the six (6)-month anniversary of the last Share Delivery Date such that the Warrant has been exercised in full, and (ii) the representations in Section 2.2(c) and Section 2.2(i) shall survive until the day after the last Share Delivery Date such that the Warrant has been exercised in full.

ARTICLE III COVENANTS

3.1 Efforts.

(a) Subject to the terms and conditions hereof (including the remainder of this Section 3.1) and the other Transaction Documents, each party shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or desirable under Applicable Law to carry out the provisions hereof and thereof and give effect to the transactions contemplated hereby and thereby. In furtherance and not in limitation of the foregoing, each of the parties shall, (i) subject to the provisions of this Section 3.1, including Section 3.1(d), use its commercially reasonable efforts to obtain as promptly as reasonably practicable and advisable (as determined in good faith by Amazon after consultation with the Company in accordance with the first sentence of Section 3.1(d)) all exemptions, authorizations, consents or approvals from, and to make all filings with and to give all notices to, all third parties, including any Governmental Entities, required in connection with the transactions contemplated by this Agreement and the other Transaction Documents, which, for the avoidance of doubt, shall include providing, as promptly as reasonably practicable and advisable, such information to any Governmental Entity as such Governmental Entity may request in connection therewith, and (ii) cooperate fully with the other party in promptly seeking to obtain all such exemptions, authorizations, consents or approvals and make all such filings and give such notices.

(b) Without limiting the generality of the foregoing, and only to the extent required by Applicable Law (including, for the avoidance of doubt, any Antitrust Law) including, without limitation, in the event that the "Investment-Only" exemption is not available to Amazon, (i) as promptly as reasonably practicable after written notice from Amazon, and in any event no later than in accordance with established regulatory time frames, the parties shall file any Notification and Report Forms required under the HSR Act with the Federal Trade Commission and the United States Department of Justice and (ii) as promptly as practicable after written notice from Amazon, the parties shall file, make or give, as applicable, all other filings, requests or notices required under any other Antitrust Laws, in each case with respect to the issuance of the Warrant Shares (the "Initial Filing Transaction") (the filings, requests and notices described in the foregoing clauses (i) and (ii), collectively, the "Initial Antitrust Filings"). In addition, following the receipt of the Initial Antitrust Clearance, to the extent required by Applicable Law (including, for the avoidance of doubt, any Antitrust Law) in connection with any further issuance of Warrant Shares (in each case, whether in full or in part), the parties shall file, make or give, as applicable, as promptly as reasonably practicable and advisable (as determined in good faith by Amazon after consultation with the Company in accordance with the first sentence of Section 3.1(d)), any further required filings, requests or notices required under any Antitrust Laws, including the HSR Act. Without limiting the generality of the foregoing, each party shall supply as promptly as reasonably practicable to the appropriate Governmental Entities any information and documentary material that may be required pursuant to the HSR Act or any other Antitrust Laws. For purposes of this Agreement, the term "Initial Antitrust Clearance" as of any time means (x) prior to such time, the expiration or termination of the waiting period under the HSR Act and the receipt of all exemptions, authorizations, consents or approvals, the making of all filings and the giving of all notices, and the expiration of all waiting periods, pursuant to any other Antitrust Laws, in each case to the extent required with respect to the Initial Filing Transaction, and (y) the absence at such time of any Applicable Law or Order issued by any court of competent jurisdiction or other legal restraint or prohibition under any Antitrust Law, in each case that has the effect of preventing the consummation of the Initial Filing Transaction.

(c) Subject to the terms and conditions hereof (including the remainder of this Section 3.1) and the other Transaction Documents, and only to the extent required under the Antitrust Laws, each of the parties shall use its commercially reasonable efforts to avoid or eliminate each and every impediment under any Antitrust Laws that may be asserted by any Governmental Entity, so as to enable the parties to give effect to the transactions contemplated hereby and by the other Transaction Documents in accordance with the terms hereof and thereof; provided, that notwithstanding anything to the contrary contained herein or in any of the other Transaction Documents, nothing in this Section 3.1 shall require, or be construed to require, any party or any of its Affiliates to agree to (and no party or any of its Affiliates shall agree to, without the prior written consent of the other parties): (i) sell, hold separate, divest, discontinue or limit (or any conditions relating to, or changes or restrictions in, the operation of) any assets, businesses or interests of it or its Affiliates (irrespective of whether or not such assets, businesses or interests are related to, are the subject matter of or could be affected by the transactions contemplated by the Transaction Documents); (ii) without limiting clause (i) in any respect, any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests that would reasonably be expected to adversely impact (x) the business of, or the financial, business or strategic benefits of the transactions contemplated hereby or by any of the other Transaction Documents to it or its Affiliates, or (y) any other assets, businesses or interests of it or its Affiliates; or (iii) without limiting clause (i) in any respect, any modification or waiver of the terms and conditions of this Agreement or any of the other Transaction Documents that would reasonably be expected to adversely impact (x) the business of, or financial, business or strategic benefits of the transactions contemplated hereby or by any of the other Transaction Documents to it or its Affiliates, or (y) any other assets, businesses or interests of it or its Affiliates.

(d) Amazon shall have the principal responsibility for devising and implementing the strategy (including with respect to the timing of filings) for obtaining any exemptions, authorizations, consents or approvals required under the HSR Act or any other Antitrust Laws in connection with the transactions contemplated hereby and by the other Transaction Documents; provided, however, that Amazon shall consult in advance with the Company and in good faith take the Company's views into account regarding the overall antitrust strategy. Each of the parties shall promptly notify the other party of, and if in writing furnish the other with copies of (or, in the case of oral communications, advise the other of), any substantive communication that it or any of its Affiliates receives from any Governmental Entity, whether written or oral, relating to the matters that are the subject of this Agreement or any of the other Transaction Documents, and to the extent reasonably practicable, permit the other party to review in advance any proposed substantive written communication by such party to any Governmental Entity and consider in good faith the other party's reasonable comments on any such proposed substantive written communications prior to their submission. No party shall, and each party shall cause its Affiliates not to, participate or agree to participate in any substantive meeting or communication with any Governmental Entity in respect of the subject matter of the Transaction Documents, including on a "no names" or hypothetical basis, unless (to the extent practicable) it or they consult with the other party in advance, and to the extent practicable and permitted by such Governmental Entity, give the other party the opportunity to jointly prepare for, attend and participate in such meeting or communication. The parties shall (and shall cause their Affiliates to) coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other party may reasonably request in connection with the matters described in this Section 3.1, including (x) furnishing to each other all information reasonably requested to determine the jurisdictions in which a filing or submission under any Antitrust Law is required or advisable, (y) furnishing to each other all information required for any filing or submission under any Antitrust Law and (z) keeping each other reasonably informed with respect to the status of each exemption, authorization, consent, approval, filing and notice under any Antitrust Law, in each case, in connection with the matters that are the subject of this Agreement or any of the other Transaction Documents. The parties shall provide each other with copies of all substantive correspondence, filings or communications between them or any of their Affiliates or Representatives, on the one hand, and any Governmental Entity or members of its staff, on the other hand, relating to the matters that are the subject of this Agreement or any of the other Transaction Documents; provided that such material may be redacted as necessary to (1) comply with contractual arrangements, (2) address good faith legal privilege or confidentiality concerns and (3) comply with Applicable Law.

(e) Subject to the other provisions of this Agreement, including in this Section 3.1, in the event that any arbitral, administrative, judicial or analogous action, claim or proceeding is instituted (or threatened to be instituted) by a Governmental Entity or any other party relating to or in connection with the transactions contemplated hereby or by any of the other Transaction Documents (“Transaction Litigation”), neither party shall be required to contest and resist any such Transaction Litigation or to seek to have vacated, lifted, reversed or overturned any judgment, ruling, order, writ, injunction or decree, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation or implementation of the transactions contemplated hereby or by any of the other Transaction Documents. Each party shall keep the other party reasonably informed with respect to any Transaction Litigation unless doing so would reasonably be likely to jeopardize any privilege of such party regarding any such Transaction Litigation (subject to such party using commercially reasonable efforts to develop and implement, and cooperating in good faith with the other party in developing and implementing, reasonable alternative arrangements to provide such other party with such information). Subject to the immediately preceding sentence, each party shall promptly advise the other party orally and in writing in connection with, and shall consult with each other with respect to, any Transaction Litigation and shall in good faith give consideration to each other’s advice with respect to such Transaction Litigation.

(f) As promptly as practicable following the date hereof, the Company shall adopt such amendments and take such further actions and do or cause to be done all things necessary, proper or advisable under Applicable Law, to prevent the execution and delivery of the Transaction Documents and the consummation of the transactions contemplated thereby from constituting a “change in control,” “change of control” or other similar term under any Company Benefit Plan.

(g) As promptly as practicable after Amazon exercises the Warrants and becomes a shareholder of the Company, the Company shall give notice to the Israeli Innovation Authority (formerly the Office of the Chief Scientist of the Ministry of Economy), provided such notice has been previously approved by Amazon and if Amazon has or will become an “Interested Party” (as defined in the Israeli Securities Law-1968) of the Company, such notice shall be accompanied by a customary undertaking to the Israeli Innovation Authority in the form attached hereto as Annex B as may be amended by the Israeli Innovation Authority from time to time that shall be executed by Amazon.

(h) Notwithstanding anything herein to the contrary, from and after the earlier of (i) the exercise of the Warrant in full and (ii) the expiration, termination or cancellation of the Warrant without the Warrant having been exercised in full, no party shall have any further obligations under this Section 3.1; provided, that this Section 3.1(i) shall in no way relieve any party with respect to any breach by such party of this Section 3.1 prior to such time.

3.2 Public Announcements.

(a) Except as required by Applicable Law, the Exchange Act, Williams Act or any other U.S. securities Applicable Laws or other disclosure required by the Commission or other Governmental Entity to be made by Amazon or the Company in connection with the transactions contemplated by this Agreement, or by the rules or requirements of any stock exchange on which the securities of a party are listed, no party shall make, or cause to be made, or permit any of its Affiliates to make, any public disclosure in respect of the Transaction Documents or the transactions contemplated thereby without prior written consent (not to be unreasonably withheld, conditioned or delayed) of the other party, to the extent such public disclosure relates to the transactions contemplated hereby or by any of the other Transaction Documents. The parties agree that neither party shall issue a press releases or a portion thereof with respect to the entry into this Agreement or the grant of the Warrant. Notwithstanding the foregoing, no party shall be required to receive the consent of the other party to any release, announcement or communication (including any filing required to be made under the Exchange Act or the Securities Act) to the extent such release, announcement or communication includes information, (i) that is in a Form 6-K (which shall not include a press release) filed on the date hereof announcing the execution of this Agreement, the Warrant, and the fourth amendment of the Master Purchase Agreement, (ii) that is consistent with releases, announcements or other communications previously consented to by the other party in accordance with this Section 3.2, (iii) that is required to be disclosed under GAAP; or (iv) that has previously been released by either of the parties hereto in respect of the transactions contemplated hereby or the Transaction Documents without any violation of the terms of this Agreement. Notwithstanding the preceding sentence, to the extent any disclosure (including communications with investors and analysts) relates to the Transaction Documents or any transaction contemplated thereby and contains any information inconsistent with the Initial Press Release or releases, announcements or other communications previously consented to by the other party in accordance with this Section 3.2 or that has previously been released by either of the parties hereto in respect of the transactions contemplated hereby or the Transaction Documents without any violation of the terms of this Agreement, such disclosure shall be subject to the prior consent of the other party (unless it is required to be in such form under Applicable Law), which shall not be unreasonably withheld, conditioned or delayed.

(b) Without limiting the foregoing, in recognition of the importance to the Company and Amazon of taking appropriate steps to maintain the confidentiality of agreements between the parties from the parties' customers, competitors and suppliers, in the event that the Company is requested by the Commission or any other regulatory body or stock exchange (the Commission and each such other regulatory body or stock exchange, a "Disclosure Agency"), or legally required to file or otherwise submit any agreement to which Amazon is a party (each a "Disclosable Agreement") or any excerpt from, summary of or specific information relating to any Disclosable Agreement with or to a Disclosure Agency the filing or submission of which involves or could result in public disclosure of such Disclosable Agreement or excerpt therefrom, summary thereof or specific information relating thereto, the Company will (1) promptly notify Amazon of such request or requirement to file or otherwise submit the Disclosable Agreement or any excerpt therefrom, summary thereof or specific information relating thereto and any applicable deadline for making such filing or submission, (2) except with respect to this Agreement, the Warrant and the Master Purchase Agreement and any amendments to any such agreements, use reasonable efforts, the reasonable and documented out-of-pocket expenses of which shall be split between the parties, to persuade the Disclosure Agency that the Company is not required to file or otherwise submit the Disclosable Agreement pursuant to applicable laws, rules, regulations and ordinances and, to the extent such efforts are not successful, (3) provide Amazon with a reasonable opportunity to request (i) a redaction of any information in the Disclosable Agreement or excerpt therefrom, summary thereof or specific information relating thereto (in addition to any redactions proposed by the Company) prior to filing or submitting such Disclosable Agreement, excerpt therefrom, summary thereof or specific information relating thereto, and (ii) if requested or required by the Disclosure Agency, the submission of one or more confidential treatment requests in support of such redactions with such arguments as requested by Amazon, including in response to any comments or requests for information issued by the applicable Disclosure Agency, to which, in each case, the Company shall agree absent a reasonable basis for objection (and shall provide Amazon prompt notice of any such objection, the basis therefor and a reasonable opportunity to consider and discuss such objection with the Company), (4) provide Amazon (i) with copies of any comments and all other communications received from the applicable Disclosure Agency with respect to the Disclosable Agreement or confidential treatment thereof (including a reasonable summary of any oral communications or other comments received other than in writing) as promptly as reasonably practicable and (ii) with the Company's proposed response to such comments at least three (3) Business Days before such response is submitted to the applicable Disclosure Agency, and (5) provide Amazon with a reasonable opportunity to propose revisions within such three (3)-Business Day period to such proposed response as requested by Amazon, and which revisions the Company shall make absent a reasonable basis for objection (and shall provide Amazon prompt notice of any such objection, the basis therefor and a reasonable opportunity to consider and discuss such objection with the Company), and as applicable, use its commercially reasonable efforts in responding to any such comments in order to pursue assurance that confidential treatment will be granted. The Company will not file this Agreement, any Disclosable Agreement, any excerpt therefrom, summary or portion thereof or specific information relating thereto with any Governmental Entity or regulatory body, including any Disclosure Agency, or disclose any other confidential and/or commercially sensitive information in any manner, except to the extent (i) permitted above, or (ii) the Company determines in good faith based on the advice of outside counsel that making such filing or submission without adhering to the requirements set forth above is necessary to comply with Applicable Law. Notwithstanding anything in Section 6.1 of this Agreement to the contrary, the provisions of this Section 3.2(b) will survive for so long as the Master Purchase Agreement remains in effect.

3.3 Expenses. Unless otherwise provided in any Transaction Document, each of the parties shall bear and pay all costs and expenses incurred by it or on its behalf in connection with the transactions contemplated under the Transaction Documents, including fees and expenses of its own financial or other consultants, investment bankers, accountants and counsel.

3.4 Tax Treatment. No later than ninety (90) days after the Warrant Issuance, Amazon shall provide the Company with a valuation of the Warrant for tax purposes, taking into account the vesting schedule and any other relevant economic assumptions or inputs with respect to such Warrant as determined by Amazon. Such valuation shall be binding on Amazon and the Company for all U.S. tax purposes. Amazon and the Company shall treat the Warrant Issuance for U.S. federal income tax purposes (i) as a closed, taxable transaction occurring on the date of the Warrant Issuance, rather than as an open transaction, and (ii) not as a transaction in connection with the performance of services within the meaning of Section 83 of the Code. Neither Amazon nor the Company shall take any position for tax purposes that is inconsistent with the foregoing, unless required by Applicable Law.

ARTICLE IV ADDITIONAL AGREEMENTS

4.1 Acquisition for Investment. Amazon acknowledges that the issuance of the Warrant and the Warrant Shares has not been registered under the Securities Act or under any state securities laws. Amazon (i) acknowledges that it is acquiring the Warrant and the Warrant Shares pursuant to an exemption from registration under the Securities Act solely for its own account for investment with no present intention to distribute them to any Person in violation of the Securities Act or any other applicable securities laws, (ii) agrees that it shall not (and shall not permit its Affiliates to) sell or otherwise dispose of the Warrant or the Warrant Shares, except in compliance with the registration requirements or exemption provisions of the Securities Act and any Applicable Laws, (iii) acknowledges that it has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of the Warrant Issuance and of making an informed investment decision, and has conducted a review of the business and affairs of the Company that it considers sufficient and reasonable for purposes of consummating the Warrant Issuance, (iv) acknowledges that it is able to bear the economic risk of the Warrant Issuance and able to afford a complete loss of such investment and (v) acknowledges that it is an “accredited investor” (as that term is defined by Rule 501 under the Securities Act).

4.2 Legend. Amazon agrees that all certificates or other instruments representing the Warrant and the Warrant Shares shall bear a legend substantially to the following effect:

“THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS. THIS INSTRUMENT IS ISSUED PURSUANT TO AND SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS OF A TRANSACTION AGREEMENT, DATED AS OF SEPTEMBER 14, 2020, BY AND BETWEEN THE ISSUER OF THESE SECURITIES AND AMAZON.COM, INC., A DELAWARE CORPORATION, A COPY OF WHICH IS ON FILE WITH THE ISSUER. THE SECURITIES REPRESENTED BY THIS INSTRUMENT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH SAID AGREEMENT. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID AGREEMENT WILL BE VOID.”

Following (a) at Amazon’s request, the Company obtaining at its own cost (with Amazon being responsible for any reasonable and documented fees and disbursements above \$25,000) an opinion of counsel from a nationally recognized law firm, or (b) Amazon presenting the Company at Amazon’s own cost with an opinion of counsel from a nationally recognized law firm reasonably satisfactory, in form and substance, to the Company, in each case for (a) or (b) that the Warrant Shares are eligible to be Transferred without restriction in accordance with Rule 144 under the Securities Act, the Company shall at Amazon’s option either (i) promptly issue new certificates or other instruments representing such Warrant Shares that shall not contain such portion of the above legend that is no longer applicable, or (ii) at the Company’s sole expense in accordance with the terms of the Warrant, including that of its transfer agent and for same day processing, if applicable, shall promptly instruct its transfer agent to use The Depository Trust Company (“DTC”) Fast Automated Securities Transfer Program to credit such aggregate number of Warrant Shares to which the holder of the Warrant Shares is entitled pursuant to such exercise to such holder’s or its designee’s balance account with DTC through its Deposit / Withdrawal At Custodian (“DWAC”) system; provided that the holder of such Warrant Shares surrenders to the Company the previously issued certificates or other instruments.

4.3 Anti-Takeover Provisions. The Company shall not take any action that would prevent Amazon from exercising any of its rights under this Agreement or any of the other Transaction Documents, or any of the transactions contemplated hereby or thereby (a “Burdensome Action”), including by causing this Agreement or any of the other Transaction Documents, or any of the transactions contemplated hereby or thereby, to be subject to any requirements imposed by any potentially applicable anti-takeover, control share, fair price, moratorium, interested shareholder or similar law and any potentially applicable provision of the Company’s articles of association or bylaws (collectively, the “Anti-Takeover Provisions”) or subject in any manner to any “poison pill” or similar shareholder rights plan, in each case the result of which would be to cause a Burdensome Action to occur, and shall take all reasonable steps within its control to exempt (or ensure the continued exemption of) the transactions contemplated by the Transaction Documents from any applicable Anti-Takeover Provisions, as now or hereafter in effect. The foregoing provision is not intended to prevent the Company from exercising any right granted pursuant to Article VI hereof.

4.4 Transfer Restrictions.

(a) Other than solely in the case of a Permitted Transfer, NV Investment Holdings shall not Transfer:

(i) any Warrant Shares to any Person that, as of the time of entry into the agreement governing the Transfer, has filed a Schedule 13D filing with the Commission, has informed Amazon that it will be required to file or currently intends to file a Schedule 13D filing after the Transfer of the Warrant or Warrant Shares, as applicable, or is to the actual knowledge of Amazon’s executive officers the Beneficial Owner of more than 10% of the Ordinary Shares through either existing Beneficial Ownership or after the Transfer (with no obligation of inquiry, other than to (i) review the Schedule 13D and Schedule 13G filings made with respect to the Ordinary Shares and (ii) to obtain a written representation from the purchaser to the effect that such purchaser will not be required to file and does not currently intend to file a Schedule 13D and is not the Beneficial Owner of more than 10% of the Ordinary Shares either through existing Beneficial Ownership or after the Transfer); provided that this Section 4.4(a)(i) shall not apply to any open market sale of Ordinary Shares through a brokerage transaction effected over a United States national securities exchange or any sale of Ordinary Shares pursuant to a bona fide Underwritten Offering; provided, further, that the Company may instruct the underwriter(s) of any such Underwritten Offering to exclude any Person that has filed a Schedule 13D with respect to the Ordinary Shares; or

(ii) for a period of one year following the date of this Agreement, and other than pursuant to Article VI, any Warrant Shares in an open market transaction if the number of Shares being transferred exceeds the amount that would be permitted to be transferred pursuant to Rule 144(e) as such provision applies to “affiliates” unless the average daily trading volume reported during the thirty (30) calendar days immediately prior to the sale exceeds \$1 million.

(b) “Permitted Transfers” means, in each case so long as such Transfer is in accordance with Applicable Law and the provisions of the Company’s articles of association:

(i) a Transfer of the Warrant or Warrant Shares to Amazon or a wholly owned subsidiary of Amazon, so long as such Transferee, to the extent it has not already done so, executes a customary joinder to this Agreement, in form and substance reasonably acceptable to the Company, in which such Transferee agrees to be subject to all covenants and agreements of Amazon under this Agreement;

(ii) a Transfer of the Warrant or Warrant Shares in connection with an Acquisition Transaction approved by the board of directors of the Company (the “Board”) (including if the Board (A) recommends that its stockholders tender in response to a tender or exchange offer that, if consummated, would constitute an Acquisition Transaction, or (B) does not recommend that its stockholders reject any such tender or exchange offer within the ten (10)-Business Day period specified in Rule 14e-2(a) under the Exchange Act);

(iii) a Transfer of the Warrant or Warrant Shares that constitutes a tender into a tender or exchange offer commenced by the Company or any of its Affiliates;

(iv) a Transfer of the Warrant Shares with the prior written consent of the Company;

(v) a Transfer of the Warrant (A) to an entity listed in Rule 13d-1(b)(1)(ii) under the Exchange Act, or (B) with the prior written consent of the Company (such consent not to be unreasonably withheld conditioned or delayed), in each case, other than to a Competitor of the Company or to a Person that is a Beneficial Owner of more than 10% of the Ordinary Shares either through existing Beneficial Ownership or after the Transfer;

(vi) a Transfer of the Warrant or Warrant Shares if required by, or reasonably necessary in order for, Amazon to obtain Governmental Approval for any acquisition (whether direct or indirect, including by way of merger, share exchange, share purchase, consolidation or any similar transaction), provided that such acquisition is not being undertaken by Amazon for the purpose of evading or avoiding the transfer restrictions imposed by this Section 4.4; or

(vii) a Transfer of the Warrant or Warrant Shares to the extent required under Applicable Law.

(c) Any Transfer or attempted Transfer of the Warrant or Warrant Shares in violation of this Section 4.4 shall, to the fullest extent permitted by law, be null and void ab initio, and the Company shall not, and shall instruct its transfer agent and other third parties not to, record or recognize any such purported transaction on the share register or other books and records of the Company.

(d) Notwithstanding anything in this Agreement, the transfer restrictions pursuant to this Section 4.4 shall automatically terminate upon the date that the Beneficial Ownership of Amazon, in the aggregate, of the Ordinary Shares is less than two percent (2%) of the issued and outstanding Ordinary Shares so long as, as of such date, all of the then-remaining Registrable Securities Beneficially Owned by Amazon may be sold in a single transaction without limitation under Rule 144 under the Securities Act.

4.5 Standstill Provisions.

(a) Amazon agrees that from the date of this Agreement until such time as the number of Warrant Shares held by Amazon or its subsidiaries or remaining unexercised under the Warrant is less than two percent (2%) of the outstanding shares of the Company (such period, the "Standstill Period"), without the prior written approval of the Board, Amazon shall not, directly or indirectly, and shall cause its subsidiaries not to:

(i) acquire, agree to acquire, propose or offer to acquire, by purchase or otherwise, Equity Securities or Derivative Instruments of the Company, other than:

A. Warrant Shares acquired by Amazon or its subsidiaries in accordance with the Transaction Documents;

B. any Ordinary Shares acquired by Amazon or its subsidiaries in accordance with the Prior Warrant;

C. as a result of any stock split, stock dividend or distribution, other subdivision, reorganization, reclassification or similar capital transaction involving Equity Securities of the Company in accordance with this Agreement; or

D. pursuant to and in accordance with Section 4.4(b)(i) and Section 4.4(b)(ii);

(ii) make, or in any way participate or engage in, any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Commission irrespective of whether those rules apply to the Company or not) (whether or not relating to the election or removal of directors) to vote any Voting Securities, or disclose how Amazon intends to vote its Shares on any contested election of directors or any contested proposal relating to an Acquisition Proposal unless such disclosure is (A) to a Governmental Entity and (B) determined by Amazon in good faith, based on the advice of its legal counsel, to be reasonably required by Applicable Law;

(iii) call, or seek to call, a meeting of the stockholders of the Company or initiate any stockholder proposal for action by stockholders of the Company;

(iv) nominate or seek to nominate, directly or indirectly, any Person to the Board;

(v) deposit any Voting Securities in a voting trust or similar contract or agreement or subject any Voting Securities to any voting agreement, pooling arrangement or similar arrangement, or grant any proxy with respect to any Voting Securities (in each case, other than to the Company or a Person specified by the Company in a proxy card (paper or electronic) provided to stockholders of the Company by or on behalf of the Company);

(vi) make any public announcement with respect to, enter, agree to enter, propose or offer to enter into any merger, business combination, recapitalization, restructuring, change-in-control transaction or other similar extraordinary transaction involving the Company or any of its subsidiaries, or purchase of a material portion of the assets, properties or Equity Securities of the Company, other than acquisitions of Equity Securities as follows:

A. Warrant Shares acquired by Amazon or its subsidiaries in accordance with the Transaction Documents;

B. any Ordinary Shares acquired by Amazon or its subsidiaries in accordance with the Prior Warrant;

C. as a result of any stock split, stock dividend or distribution, other subdivision, reorganization, reclassification or similar capital transaction involving Equity Securities of the Company in accordance with the this Agreement;

D. pursuant to and in accordance with Section 4.4(b)(i) and Section 4.4(b)(ii); or

E. Equity Securities of the Company representing less than 5% of the outstanding Ordinary Shares held by a Person acquired by Amazon or its Affiliates; provided that such Equity Securities of the Company were acquired by such acquired Person prior to it entering into an agreement with Amazon to be acquired and not in contemplation of, or in connection with, Amazon's acquisition of such Person and Amazon agrees to dispose of those Equity Securities and to reasonably cooperate with the Company to establish a reasonable timetable and other reasonable parameters for so doing so as to minimize the impact of such disposition on the trading market for the Ordinary Shares; provided that in connection with such disposition, Amazon shall not be required to take any action that would be likely to adversely affect the value of the Equity Securities;

(vii) otherwise act, alone or in concert with others, to seek to control or influence the management or the policies of the Company (for the avoidance of doubt, excluding any such act to the extent in its capacity as a commercial counterparty, customer, supplier, industry participant or the like);

(viii) take any action that would reasonably be expected to require the Company to make a public announcement regarding any of the events described above;

(ix) advise or knowingly assist or knowingly encourage or enter into any discussions, negotiations, agreements or arrangements with any other Persons in connection with the foregoing;

(x) form, join or in any way participate in a Group (other than with its subsidiary that is bound by the restrictions of this Section 4.5(a)) or a Group that consists solely of Amazon and/or any of its Affiliates), with respect to any Voting Securities or otherwise in connection with any of the foregoing; or

(xi) publicly disclose any intention, plan or proposal with respect to any of the foregoing.

In addition, Amazon shall not, directly or indirectly, and shall not permit any of its subsidiaries, directly or indirectly, to, contest the validity of this Section 4.5 or, subject to Section 4.5(b), seek a waiver, amendment or release of any provisions of this Section 4.5 (including this sentence) (whether by legal action or otherwise).

(b) Notwithstanding anything to the contrary contained herein or in any of the other Transaction Documents, including Section 4.5(a) hereof, Amazon shall not be prohibited or restricted from:

(i) making and submitting to the Company and/or the Board, any Acquisition Proposal on a non-publicly disclosed or announced basis, or any confidential request for the Company and/or the Board to waive, amend or provide a release of any provision of this Section 4.5 (whether or not in connection with such Acquisition Proposal), provided that Amazon shall not submit any request, proposal or offer that would be reasonably likely to obligate the Company to publicly disclose such request, proposal or offer; and

(ii) making and submitting to the Company, the Board, and/or the Company's stockholders, following any Acquisition Proposal received (or entered into) by the Company, the Board or the Company's stockholders by any Person or Group other than Amazon or any of its subsidiaries that is, was or becomes, publicly disclosed or announced (including as a result of being approved by the Board or otherwise the subject of any agreement, contract or understanding with the Company) (the "Original Public Acquisition Proposal"), a Qualifying Public Acquisition Proposal (which such Qualifying Public Acquisition Proposal may, for the avoidance of doubt, include requests for the Company and/or the Board to waive, amend or provide a release of any provision of this Section 4.5), or from taking any other action, whether or not otherwise restricted by Section 4.5(a), in connection with evaluating, making, submitting, negotiating, effectuating or implementing any such Qualifying Public Acquisition Proposal (or any amendment, supplement or modification thereto).

ARTICLE V DEFINITIONS

5.1 Defined Terms. Capitalized terms when used in this Agreement have the following meanings:

"Acquisition Proposal" means any proposal, offer, inquiry, indication of interest or expression of intent (whether binding or nonbinding, and whether communicated to the Company, the Board or publicly announced to the Company's stockholders or otherwise) by any Person or Group relating to an Acquisition Transaction.

"Acquisition Transaction" means (a) any transaction or series of related transactions as a result of which any Person or Group (excluding Amazon or any of its Affiliates) becomes the Beneficial Owner, directly or indirectly, of thirty-five percent (35%) or more of the outstanding Equity Securities (measured by either voting power or economic interests) of the Company, (b) any transaction or series of related transactions in which the stockholders of the Company immediately prior to such transaction or series of related transactions (the "Pre-Transaction Stockholders") cease to beneficially own, directly or indirectly, at least sixty-five percent (65%) of the outstanding Equity Securities (measured by either voting power or economic interests) of the Company or in the surviving or resulting entity of such transactions; provided that this clause (b) shall not apply if (i) such transaction or series of related transactions is an acquisition by the Company effected, in whole or in part, through the issuance of Equity Securities of the Company, (ii) such acquisition does not result in a Person or Group beneficially owning, directly or indirectly, a greater percentage of the outstanding Equity Securities (measured by either voting power or economic interests) of the Company than Amazon, and (iii) the Pre-Transaction Stockholders continue to beneficially own, directly or indirectly, at least sixty percent (60%) of the outstanding Equity Securities (measured by voting power and economic interests) of the Company, (c) any merger, consolidation, statutory share exchange, reorganization, recapitalization or similar extraordinary transaction (which may include a reclassification) involving the Company, as a result of which at least thirty-five percent (35%) ownership of the Company is Transferred to another Person or Group (excluding Amazon or any of its Affiliates), (d) individuals who constitute the Continuing Directors, taken together, ceasing for any reason to constitute at least a majority of the Board, (e) any sale or lease or exchange, Transfer, license or disposition of a business, deposits or assets that constitute thirty-five percent (35%) or more of the consolidated assets, business, revenues, net income, assets or deposits of the Company, or (f) any transaction or series of related transactions as a result of which the Ordinary Shares are no longer traded on The NASDAQ Stock Market, LLC or, unless otherwise agreed in writing between Amazon and the Company, the Public Float of the Company constitutes less than thirty-five percent (35%) of the outstanding Ordinary Shares of the Company.

“Affiliate” means, with respect to any person, any other person (for all purposes hereunder, including any entities or individuals) that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such first person. It is expressly agreed that, for purposes of this definition, none of the Company or any of its subsidiaries is an Affiliate of Amazon or any of its subsidiaries (and vice versa).

“Agreement” has the meaning set forth in the preamble.

“Amazon” has the meaning set forth in the preamble.

“Anti-Takeover Provisions” has the meaning set forth in Section 4.3.

“Antitrust Laws” has the meaning set forth in Section 2.2(d)(iii).

“Applicable Law” means, with respect to any Person, any federal, national, state, local, municipal, international, multinational or SRO statute, law, ordinance, secondary and subordinate legislation, directives, rule (including rules of common law), regulation, ordinance, treaty, Order, permit, authorization or other requirement applicable to such Person, its assets, properties, operations or business.

“Bankruptcy Exceptions” has the meaning set forth in Section 2.2(d)(i).

“Beneficial Owner,” “Beneficially Owned” or “Beneficial Ownership” has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a Person’s beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule (in each case, irrespective of whether or not such Rule is actually applicable in such circumstance); provided that, except as otherwise specified herein, such calculations shall be made inclusive of all Warrant Shares subject to issuance pursuant to the Warrant.

“Board” has the meaning set forth in Section 4.4(b)(ii).

“Business Day” has the meaning set forth in Section 1.3.

“Claim Notice” has the meaning set forth in Section 3.1(f).

“Closing” has the meaning set forth in Section 1.2.

“Code” means the U.S. Internal Revenue Code of 1986, as amended (or any successor thereto).

“Commission” has the meaning set forth in Section 2.1(b).

“Company” has the meaning set forth in the preamble.

“Company Benefit Plan” has the meaning set forth in Section 2.2(d)(ii).

“Company Stock Plans” has the meaning set forth in Section 2.2(b).

“Competitor” means any Person that engages, or proposes to engage, in (i) the business of providing digital direct to garment printing solutions and/or digital roll to roll fabric printing solutions, including but not limited to Brother, Epson, Ricoh, EFI, Dover Corporation, Aeoon Digital, Durst, SPGPrints, HP, M&R, or MHM, or (ii) any other line of business, or other products or services, that (a) the Company enters into before the Expiration Time and (b) constitutes at least 10% of the consolidated revenue of the Company; provided, however, that a Competitor shall not include a Person that holds a direct or indirect equity interest of less than 5% of the outstanding equity interests of such Person.

“Confidentiality Agreement” means the Mutual Nondisclosure Agreement, dated as of February 12, 2016, by and between Amazon and the Company.

“Continuing Directors” means the directors of the Company on the date hereof and each other director, if, in each case, (i) such other director’s nomination for election to the Board is recommended by more than fifty percent (50%) of the directors of the Company as of the date of such other director’s nomination for election to the Board, or (ii) Amazon and its subsidiaries shall have voted any Ordinary Shares in favor of the election of such other director to the Board.

“control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. “controlled” and “controlling” shall be construed accordingly.

“conversion” has the meaning set forth in the definition of Equity Securities.

“convertible securities” has the meaning set forth in the definition of Equity Securities.

“Derivative Instruments” means any and all derivative securities (as defined under Rule 16a-1 under the Exchange Act) that increase in value as the value of any Equity Securities of the Company increases, including a long convertible security, a long call option and a short put option position, in each case, regardless of whether (x) such interest conveys any voting rights in such security, (y) such interest is required to be, or is capable of being, settled through delivery of such security or (z) other transactions hedge the economic effect of such interest.

“Disclosable Agreement” has the meaning set forth in Section 3.2(b).

“Disclosure Agency” has the meaning set forth in Section 3.2(b).

“DTC” has the meaning set forth in Section 4.2.

“DWAC” has the meaning set forth in Section 4.2.

“Effect” has the meaning set forth in Section 2.1(a).

“Equity Securities” means any and all (i) shares, interests, participations or other equivalents (however designated) of capital stock or other voting securities of a corporation and any and all equivalent or analogous ownership (or profit) or voting interests in a Person (other than a corporation), (ii) securities convertible into or exchangeable for shares, interests, participations or other equivalents (however designated) of capital stock or voting securities of (or other ownership or profit or voting interests in) such Person and (iii) any and all warrants, rights or options to purchase any of the foregoing, whether voting or nonvoting, and, in each case, whether or not such shares, interests, participations, equivalents, securities, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination (clauses (ii) and (iii), collectively “convertible securities” and any conversion, exchange or exercise of any convertible securities, a “conversion”).

“Exchange Act” has the meaning set forth in Section 2.1(b).

“Exercise Approval” has the meaning set forth in Section 2.3(b)(i).

“Expiration Time” has the meaning ascribed to it in the Warrant.

“FCPA” has the meaning set forth in Section 2.2(l).

“fully diluted basis” means as of any time of determination, the number of Ordinary Shares that would then be outstanding, assuming the complete exercise, exchange or conversion of all then-outstanding Equity Securities of the Company, including, for the avoidance of doubt, as of the date of this Agreement, the Warrant Shares.

“GAAP” has the meaning set forth in [Section 2.1\(a\)](#).

“[Governmental Approval](#)” means any authorization, consent, approval, waiver, exception, variance, order, exemption, publication, filing, declaration, concession, grant, franchise, agreement, permission, permit, or license of, from or with any Governmental Entity, the giving of notice to or registration with any Governmental Entity or any other action in respect of any Governmental Entity.

“[Governmental Entity](#)” has the meaning set forth in [Section 2.2\(d\)\(iii\)](#).

“[Group](#)” has the meaning assigned to such term in Section 13(d)(3) of the Exchange Act.

“[HSR Act](#)” has the meaning set forth in [Section 2.2\(d\)\(iii\)](#).

“[Initial Antitrust Clearance](#)” has the meaning set forth in [Section 3.1\(b\)](#).

“[Initial Antitrust Filings](#)” has the meaning set forth in [Section 3.1\(b\)](#).

“[Initial Filing Transaction](#)” has the meaning set forth in [Section 3.1\(b\)](#).

“[Losses](#)” means all losses, claims, damages, liabilities, costs, expenses (including reasonable expenses of investigation and reasonable attorneys’ fees and expenses), judgments, fines, penalties, charges and amounts paid in settlement.

“[Interested Party](#)” has the meaning set forth in [Section 3.1\(h\)](#).

“[Master Purchase Agreement](#)” has the meaning set forth in the recitals.

“[Material Adverse Effect](#)” has the meaning set forth in [Section 2.1\(a\)](#).

“[NIS](#)” means the Israeli New Shekel, the lawful currency of the State of Israel.

“[Notice Period](#)” has the meaning set forth in [Section 3.1\(f\)](#).

“[NV Investment Holdings](#)” has the meaning set forth in the recitals.

“[Order](#)” means any judgment, decision, decree, order, settlement, injunction, writ, stipulation, determination or award issued by any Governmental Entity.

“[Ordinary Shares](#)” has the meaning set forth in the recitals.

“[Original Public Acquisition Proposal](#)” has the meaning set forth in [Section 4.5\(b\)\(ii\)](#).

“[Permitted Transfers](#)” has the meaning set forth in [Section 4.4\(b\)](#).

“[Person](#)” means an individual, company, corporation, partnership, limited liability company, trust, body corporate (wherever located) or other entity, organization or unincorporated association, including any Governmental Entity.

“[Previously Disclosed](#)” has the meaning set forth in [Section 2.1\(b\)](#).

“[Prior Transaction Agreement](#)” has the meaning set forth in [Section 6.12](#).

“[Prior Warrant](#)” has the meaning set forth in [Section 2.3\(c\)](#).

“Public Float” means the outstanding Ordinary Shares Beneficially Owned by shareholders of the Company other than (a) any Person or Group beneficially owning more than ten percent (10%) of all outstanding Ordinary Shares, (b) directors or executive officers of the Company and any members of their immediate family and (c) other Affiliates of the Company, with no share of the Ordinary Shares being counted more than once; provided, however, that the Ordinary Shares beneficially owned by any shareholder in excess of ten percent (10%) of the outstanding Ordinary Shares as set forth in the beneficial ownership table in the Company’s most recent proxy statement filed with the SEC and who continues to own in excess of ten percent (10%) of the outstanding Ordinary Shares as of the date of this Agreement shall be included in the definition of Public Float for so long as such shareholder does not increase such shareholder’s Beneficial Ownership of Ordinary Shares through the acquisition of Equity Securities from or after the date of this Agreement in an aggregate amount that exceeds two percent (2%) of all outstanding Ordinary Shares. For the avoidance of doubt, in the calculation of Public Float, but not for purposes of determining whether or not the shares of a Person beneficially owning in excess of ten percent (10%) of the outstanding Ordinary Shares are included in the calculation of Public Float, Ordinary Shares underlying stock options or other equity awards issued to directors or executive officers shall not be treated as Beneficially Owned by such directors or executive officers unless and until such options or other equity awards are exercised or settled.

“Qualifying Public Acquisition Proposal” means as it relates to any Original Public Acquisition Proposal under Section 4.5(b), any proposal, offer, inquiry or indication of interest (whether binding or nonbinding, and whether communicated to the Company, the Board or publicly announced to the Company’s stockholders or otherwise) by Amazon relating to an alternative Acquisition Proposal that Amazon determines in good faith constitutes greater value than such Original Public Acquisition Proposal.

“Registrable Securities” means any and all (i) Warrant or Warrant Shares, (ii) other stock or securities that Amazon or its subsidiaries may be entitled to receive, or will have received, pursuant to its ownership of the Warrant or Warrant Shares, in lieu of or in addition to Ordinary Shares, and (iii) Equity Securities issued or issuable directly or indirectly with respect to the securities referred to in the foregoing clause (i) or (ii) by way of conversion or exchange thereof or share dividend or share split or in connection with a combination of shares, recapitalization, reclassification, merger, amalgamation, arrangement, consolidation or other reorganization. As to any particular securities constituting Registrable Securities, such securities shall cease to be Registrable Securities when they (x) have been effectively registered or qualified for sale by prospectus filed under the Securities Act and disposed of in accordance with the registration statement covering such securities, or (y) have been otherwise sold pursuant to Rule 144. For purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to acquire directly or indirectly such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected. For the sake of clarity, the parties agree that the Warrant and the Warrant Shares will also be considered Registrable Securities (as such term is defined in the Prior Transaction Agreement).

“Representatives” means with respect to a Person: (i) any of its Affiliates or (ii) its or its Affiliate’s respective directors, managers, officers, employees and authorized representatives (including attorneys, accountants, consultants, bankers and financial advisors thereof).

“SDNY” has the meaning set forth in Section 6.5.

“SEC Reports” has the meaning set forth in Section 2.1(b).

“Securities Act” has the meaning set forth in Section 2.1(b).

“Share Delivery Date” has the meaning set forth in the Warrant.

“Shares” has the meaning set forth in the recitals.

“SOX” has the meaning set forth in Section 2.2(e)(v).

“SRO” means any (i) “self-regulatory organization” as defined in Section 3(a)(26) of the Exchange Act, (ii) other United States or foreign securities exchange, futures exchange, commodities exchange or contract market or (iii) other securities exchange.

“Standstill Period” has the meaning set forth in Section 4.5(a).

“subsidiary” means, with respect to such Person, any foreign or domestic entity, whether incorporated or unincorporated, of which (i) such Person or any other subsidiary of such Person is a general partner, (ii) at least a majority of the voting power to elect a majority of the directors or others performing similar functions with respect to such other entity is directly or indirectly owned or controlled by such Person or by any one or more of such Person’s subsidiaries, or (iii) at least fifty percent (50%) of the Equity Securities of which are directly or indirectly owned or controlled by such Person or by any one or more of such Person’s subsidiaries.

“Transaction Documents” has the meaning set forth in Section 2.1(e).

“Transaction Litigation” has the meaning set forth in Section 3.1(e).

“Transfer” means (i) any direct or indirect offer, sale, lease, assignment, encumbrance, pledge, grant of a security interest, hypothecation, disposition or other transfer (by operation of law or otherwise), either voluntary or involuntary, or entry into any contract, option or other arrangement or understanding with respect to any offer, sale, lease, assignment, encumbrance, pledge, hypothecation, disposition or other transfer (by operation of law or otherwise), of any capital stock or interest in any capital stock or (ii) in respect of any capital stock or interest in any capital stock, the entry into any swap or any other agreement, transaction or series of transactions that hedges or transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of such capital stock or interest in capital stock, whether any such swap, agreement, transaction or series of transaction is to be settled by delivery of securities, in cash or otherwise. “Transferred” shall be construed accordingly. “Transferee” means a Person to whom a Transfer is made or is proposed to be made.

“Underwritten Offering” means a sale of securities of the Company to an underwriter or underwriters for reoffering to the public.

“Voting Securities” means Ordinary Shares of the Company and any other securities of the Company entitled to vote generally in the election of directors of the Company.

“Warrant” has the meaning set forth in Section 1.1.

“Warrant Issuance” has the meaning set forth in Section 1.1.

“Warrant Shares” has the meaning ascribed to it in the Warrant.

ARTICLE VI MISCELLANEOUS

6.1 Termination of This Agreement; Other Triggers.

(a) This Agreement may be terminated at any time:

(i) with the prior written consent of each of Amazon and the Company; or

(ii) if the Initial Antitrust Clearance shall not have been obtained on or prior to the date that is six (6) months after the latest date of the Initial Antitrust Filings, by Amazon, provided that Amazon may not exercise the termination right pursuant to this Section 6.1(a)(ii) if a breach by Amazon of any obligation, representation or warranty under this Agreement has been the cause of, or resulted in, the failure of the Initial Antitrust Clearance to have been obtained on or prior to the date that is six (6) months after the latest date of the Initial Antitrust Filings.

(b) In the event of termination of this Agreement as provided in this Section 6.1, this Agreement (other than Section 1.3 (Interpretation), Article II (Representations and Warranties) (subject to the applicable survival periods and to the extent any Warrant Shares have vested prior to termination), Section 3.2 (Public Announcements), Section 3.3 (Expenses), Section 4.1 (Acquisition for Investment) (to the extent any Warrant Shares have been issued prior to termination), Section 4.2 (Legend) (to the extent any Warrant Shares have been issued prior to termination), Article V (Definitions) (to the extent relevant for any other surviving Sections or Articles) and this Article VI (Miscellaneous), each of which shall survive any termination of this Agreement) shall forthwith become void and there shall be no liability on the part of any party, except that nothing herein shall relieve any party from liability for any breach of this Agreement prior to such termination.

(c) Without affecting in any manner any prior exercise of the Warrant, in the event of termination of this Agreement as provided in this Section 6.1, the unvested portion of the Warrant shall be canceled and terminated and shall forthwith become void and the Company shall have no subsequent obligation to issue, and the Warrantholder (as defined in the Warrant) shall have no subsequent right to acquire, any Warrant Shares pursuant to such canceled portion of the Warrant. For the avoidance of doubt, the Warrant shall remain in full force and effect with respect to the vested portion thereof, and nothing in this Section 6.1 shall affect the ability of the NV Investment Holdings to exercise such vested portion of the Warrant following termination of this Agreement.

6.3 Amendment. No amendment of any provision of this Agreement shall be effective unless made in writing and signed by a duly authorized officer of each party.

6.4 Waiver of Conditions. The conditions to any party's obligation to consummate any transaction contemplated herein are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by Applicable Law. No waiver shall be effective unless it is in writing signed by a duly authorized officer of the waiving party that makes express reference to the provision or provisions subject to such waiver.

6.4 Counterparts and Facsimile. This Agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Executed signature pages to this Agreement may be delivered by facsimile or transmitted electronically by "pdf" file and such facsimiles or pdf files shall be deemed as sufficient as if actual signature pages had been delivered.

6.5 Governing Law; Submission to Jurisdiction; WAIVER OF JURY TRIAL. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to any choice or conflict-of-law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In addition, each of the parties (a) expressly submits to the personal jurisdiction and venue of the United States District Court for the Southern District of New York ("SDNY"), or if the SDNY is unavailable, state court located in the borough of Manhattan, New York, in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement or the transactions contemplated hereby, (b) expressly waives any claim of lack of personal jurisdiction or improper venue and any claims that such courts are an inconvenient forum, and (c) agrees that it shall not bring any claim, action or proceeding relating to this Agreement or the transactions contemplated hereby in any court other than courts referenced in, and in stipulated preference ranking, of the preceding clause (a). Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail or by overnight courier service, postage prepaid, to its address set forth in Section 6.6, such service to become effective ten (10) days after such mailing. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.5.

6.6 Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and shall be deemed to have been duly given (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt, (b) if sent by nationally recognized overnight air courier, two (2) Business Days after mailing, (c) if sent by email or facsimile transmission, with a copy mailed on the same day in the manner provided in clause (a) or (b) of this Section 6.6 when transmitted and receipt is confirmed, or (d) if otherwise actually personally delivered, when delivered. All notices hereunder shall be delivered as set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

If to the Company, to:

Name: Kornit Digital Ltd.
Address: 12 Ha`Amal Street, Afek Park, Rosh-Ha`Ayin 4809246, Israel
Fax: +972 3 908 0280
Email: Guy.Avidan@kornit.com
Attn: Guy Avidan

with a copy to (which copy alone shall not constitute notice):

Name: Meitar | Law Offices
Address: 16 Abba Hillel Silver Road, Ramat Gan 5250608, Israel
Fax: + 972 3 610 3688
Email: Avivav@meitar.com
Attn: Aviv Avidan-Shalit

and

Name: White & Case LLP
Address: 1221 Avenue of the Americas, New York, NY 10020-1095
Fax: +1 212 354 8113
Email: cdiamond@whitecase.com
Attn: Colin Diamond

if to Amazon, to:

Name: Amazon.com, Inc.
Address: 410 Terry Avenue North Seattle, WA 98109-5210
Fax: (206) 266-7010
Email: AmazonWarrants@amazon.com
Attn: General Counsel

with a copy to (which copy alone shall not constitute notice):

Gibson, Dunn & Crutcher LLP
1881 Page Mill Road
Palo Alto, California 94304
Attn: Ed Batts, Esq.
Fax: (650) 849-5092
Email: ebatts@gibsondunn.com

6.7 Entire Agreement, Etc. This Agreement (including the Schedules, Exhibits and Annexes hereto) and the other Transaction Documents, and the Confidentiality Agreement constitute the entire agreement and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof. No party shall take, or cause to be taken, including by entering into agreements or other arrangements with provisions or obligations that conflict, or purport to conflict, with the terms of the Transaction Documents or any of the transactions contemplated thereby, any action with either an intent or effect of impairing any such other Person's rights under any of the Transaction Documents.

6.8 Assignment. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party without the prior written consent of the other party, and any attempt to assign any right, remedy, obligation or liability hereunder without such consent shall be void, except that Amazon may Transfer or assign, in whole or from time to time in part, to one or more of its direct or indirect wholly owned subsidiaries, its rights and/or obligations under this Agreement, but any such Transfer or assignment shall not relieve Amazon of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

6.9 Severability. If any provision of this Agreement or a Transaction Document, or the application thereof to any Person or circumstance, is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

6.10 No Third-Party Beneficiaries. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any Person other than the parties (and any wholly owned subsidiary of Amazon to which an assignment is made in accordance with this Agreement) any benefits, rights or remedies.

6.11 Specific Performance. The parties agree that failure of any party to perform its agreements and covenants hereunder, including a party's failure to take all actions as are necessary on such party's part in accordance with the terms and conditions of this Agreement to consummate the transactions contemplated hereby, will cause irreparable injury to the other party, for which monetary damages, even if available, will not be an adequate remedy. It is agreed that the parties shall be entitled to equitable relief, including injunctive relief and specific performance of the terms hereof, without the requirement of posting a bond or other security, and each party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of a party's obligations and to the granting by any court of the remedy of specific performance of such party's obligations hereunder, this being in addition to any other remedies to which the parties are entitled at law or equity.

6.12 Prior Rights. The parties hereto hereby acknowledge and agree that Article V and Article VI (including any definitions related to such Articles) of that certain Transaction Agreement, dated January 10, 2017, by and between the Company and Amazon (the "Prior Transaction Agreement") will continue to exist in accordance with their terms.

* * *

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties as of the date first herein above written.

KORNIT DIGITAL LTD.

By: /s/ Guy Avidan
Name: Guy Avidan
Title: Chief Financial Officer

AMAZON.COM, INC.

By: /s/ Torben Severson
Name: Torben Severson
Title: Authorized Signatory

Form of Warrant

Form of Undertaking

AMENDMENT 4 TO MASTER PURCHASE AGREEMENT

Kornit Digital Ltd. (“**Supplier**” or “**Kornit**”) and Amazon.com Services LLC and its affiliates (“**Amazon**”) entered into a Master Purchase Agreement effective May 1, 2016 (as modified, supplemented or amended, the “**Agreement**”). Supplier and Amazon now enter into this Amendment 4 to the Agreement (the “**Amendment**”), effective as of January 1, 2020. This Amendment is made a part of the Agreement. All capitalized terms not defined in this Amendment have the meanings set forth in the Agreement.

WHEREAS, the parties entered into the Amendment 1 dated March 1, 2017 (the “**First Amendment**”), the Amendment 2 dated January 1, 2018 (the “**Second Amendment**”) and the Amendment 3 dated June 29, 2018 (the “**Third Amendment**”) and together with the First Amendment and the Second Amendment, the “**Previous Amendments**”); and

WHEREAS, Amazon and Supplier wish to modify certain terms and conditions of the Agreement and the Previous Amendments.

NOW THEREFORE, the parties agree as follows:

1. Reference is made to Section 3 of the Agreement. Purchase Orders will be accepted and fulfilled by Supplier, for printer Products and for pallets submitted by Purchaser at least 120 days prior to the Delivery Date (for shipment via sea freight) and is within the Quarterly Forecast (as defined in Section 4.2).
2. References to “Printer Volume Rebate” in the Agreement (as amended by the Second Amendment) are replaced with “AV-HD6 Printer Volume Rebate.”
3. The following is added to the “**Printers**” Section of Schedule 1 (Pricing) of the Agreement, as replaced by the First Amendment and as further replaced by the Second Amendment:

Kornit Atlas Printing Systems (the “**Atlas**”):

Purchase Price

For [***] (each of which will be a Printer Measurement Period as defined in the Agreement, as amended in the Second Amendment), Purchaser may purchase Atlas printers from Supplier for:

Pricing Tier	Total Number of Printers Ordered by Purchaser during Applicable Printer Measurement Period	Atlas Price Per System
1	[***]	[***]
2	[***]	[***]
3	[***]	[***]
4	[***]	[***]

Rebate Terms

Upon Purchaser’s receipt of Atlas printers (based on the applicable Incoterms) completing the range of units in any pricing tier, a rebate equal to the sum of the number of the Atlas printers purchased in that pricing tier and the Atlas printers purchased in all previous pricing tiers within the same Printer Measurement Period, multiplied by [***] (the “Atlas Printer Volume Rebate” and together with the AV-HD6 Printer Volume Rebate, the “Printer Volume Rebate”) will be generated in favor of Purchaser.

4. The following will replace the “Rebate Terms” section set forth in the Second Amendment:

The Printer Volume Rebate will be based on the total number of printers received (i.e. transfer of risk and title) (based on the applicable Incoterms) within a Printer Measurement Period. For example, if Purchaser purchases [***] Atlas printers within a Printer Measurement Period, Purchaser shall receive a rebate of [***] (calculated as [***] Atlas printers multiplied by [***]); and if Purchaser purchases [***] Atlas printers within that same period, Purchaser shall receive an additional rebate of [***] (calculated as [***] printers multiplied by [***]). Purchases from all regions shall count towards the total number of printers ordered, and the total number of printers ordered is cumulative across printer models (e.g., a purchase of [***] Atlas printers and [***] AV-HD6 printers would count as [***] printers ordered, however the rebate will be calculated based on the applicable price per system – i.e. for the AV-HD6 or for the Atlas, as applicable).

Notwithstanding anything to the contrary set forth in the Agreement, the Printer Volume Rebate will be applied at the end of each Printer Measurement Period as follows: first, Supplier will credit the Printer Volume Rebate amount against any Purchaser accounts receivable outstanding at the end of the Printer Measurement Period, and, second, if after such credit is applied any portion of the Printer Volume Rebate remains, Supplier will pay to Purchaser that amount pursuant to Purchaser’s payment terms and conditions.

Credit will be done only after the parties mutually agree on the final rebate calculation.

Shipping

The subsection regarding Shipping as set forth in the Second Amendment will be replaced in its entirety with the following:

The Purchaser will be charged with [***] the applicable printer Product units to a Purchaser [***]. Supplier will notify Amazon the shipping cost prior to each shipment.

If Amazon requires an air-shipment, the cost will be [***].

With respect to the Atlas and AV-HD6 the Supplier will ship [***].

5. The “Ink” Section of Schedule 1 (Pricing) of the Agreement as replaced by the First Amendment and as further replaced by the Second Amendment is replaced in its entirety with the following:

Purchase Price

For [***] (each of which will be an Ink Measurement Period as defined in the Agreement, as amended in the Second Amendment), Purchaser may purchase ink from Supplier for:

Liters of Eco-Rapid Ink Ordered by Purchaser during Applicable Ink Measurement Period	Cost per liter
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

Rebate Terms

- Upon [***], a rebate of [***] will be generated in favor of Purchaser (i.e. [***]).
- Upon [***], a rebate of [***] will be generated in favor of Purchaser (i.e. [***]).
- Upon [***], a rebate of [***] will be generated in favor of Purchaser (i.e. [***]).
- The [***] rebates above are [***], (e.g. if [***], Amazon will be entitled to [***]).
- Notwithstanding anything to the contrary set forth in the Agreement, the [***] rebate amount will be [***].

Shipping

Ink shall be shipped to the Purchaser-designated location [***].

6. The “Consumable” Section of Schedule 1 (Pricing) of the Agreement is replaced in its entirety with the following:

Consumables

Purchase Price

For the period commencing on [***], the prices of all consumables will be as follows:

Product	P/N	Volume	Price/bottle
Neutra-fix (Amazon US)	[***]	[***]	[***]
Kornit Priming Fluid	[***]	[***]	[***]
	[***]	[***]	[***]
Kornit Wiping Fluid	[***]	[***]	[***]
	[***]	[***]	[***]
Kornit Flushing Fluid	[***]	[***]	[***]
	[***]	[***]	[***]

Rebate Terms

No rebate will apply with respect to consumables.

Shipping

Purchaser will be charged for [***].

7. A new section shall be added to Schedule 1 (Pricing) of the Agreement as follows:

[***]. Each pallet proposed to be shipped to Purchaser will be approved by Purchaser prior to shipment (unless unchanged against a previously Purchaser-approved pallet).

The purchase price for each children pallet or any extra pallet (in excess of the pallet installed on the printer) will be [***]. Purchase Orders for pallets will be accepted and fulfilled by Supplier if submitted by Purchaser at least [***].

Rebate Terms

No rebate will apply with respect to pallets.

Shipping

Purchaser will be charged for [***].

Warranty and Services

8. The “Warranty” section of Schedule 1 (Pricing) of the Agreement is replaced in its entirety with the following:

Service Contract Periods

Service Contract Price per year

\$[***] per [***].

\$[***] per [***].

During the Initial Warranty Period, Services will be performed at [***].

The following will be added to Schedule 1 (Pricing) of the Agreement:

Print Heads

No-cost print head replacements for AV-HD6 printers that are under the Initial Warranty Period or Warranty Period Extension will be capped (the “**AV-HD6 PH Cap**”) on a region-by-region basis across the USA, Europe and Asia as follows:

- Per AV-HD6 printer printing Product-
 - During [***] – [***] print heads [***];
 - During each year thereafter – [***] print heads [***].

The AV-HD6 PH Cap for each region is [***].

At the end of [***].

Purchaser has a right to review, inspect, and approve any replacement print head prior to installation; any print head replaced without prior approval of a Purchaser associate designated in advance by Purchaser will not count toward the AV-HD6 PH Cap and Purchaser will have no obligation to pay for such print head. [***].

[***].

- Per Atlas printer Product – no-cost print head replacements for Atlas printers that are under the Initial Warranty Period or Warranty Period Extension will be capped (the “Atlas PH Cap”) on a region-by-region basis across the USA, Europe and Asia as follows:
 - During [***] following the installation of an Atlas printer: [***] print heads [***].
 - During [***] following the installation of an Atlas printer: [***] print heads [***].
 - From and after [***] following the installation of an Atlas printer: [***] print heads [***].

Purchaser and Supplier will [***].

The Atlas PH Cap for each region is [***].

In the event of [***].

At the end of [***].

Purchaser has a right to review, inspect, and approve any replacement print head prior to installation; any print head replaced without prior approval of a Purchaser associate designated in advance by Purchaser will not count toward the Atlas Cap and Purchaser will have no obligation to pay for such print head. Printer inoperability caused by print head review, inspection and approval by Purchaser will be considered an “Exception” (as defined in Exhibit D) to the Availability requirement.

Price per print head:

- [***]
- [***]

9. **Customer Empowerment** - Supplier will make customer empowerment training available to any person designated by Amazon or to all Amazon operators and area managers focused on preventive and print heads maintenance, free of charges. Kornit will cooperate with Amazon to ensure that adequate training is provided to operators of Products consistent with Amazon’s policies.

10. The following will be added to the “Parts” Section of Schedule 1 (Pricing) of the Agreement:

Supplier will store Parts to cover [***] (at Supplier’s discretion). Amazon undertakes to allocate a secured storage space for the Parts in all Amazon sites. Amazon will not be liable for any damage or diminution in value to Parts stored at Amazon sites, and Amazon is not required to make any unreasonable accommodations to allow such storage of Parts on Amazon’s Site. Amazon will store product in a secure location.

11. The following paragraph shall be added at the end of Section A 5.2 of Exhibit D of the Agreement:

Incremental Unit

Kornit may (at its option) place an additional Atlas system at each site of Amazon which has more than [***] Atlas systems, [***]. This Atlas will not be used for production. Kornit shall be entitled to use such incremental Atlas to replace a print Product that is not Available. [***]. Amazon will not be liable for any damage or diminution in value to Atlas systems placed at Amazon sites, however, Amazon undertakes to provide secured location to this incremental unit. Amazon is not required to make any unreasonable accommodations to allow such storage of a redundant system on Amazon’s Site.

For the avoidance of doubt, [***].

12. The following will be added as Section 5.4 of Exhibit D:

During the first [***] following [***], [***]. For the avoidance of doubt, nothing in this Amendment shall be interpreted to modify Supplier's or Purchaser's rights with respect to defective products as set forth in the Agreement and/or the right to return product with respect to the agreed Incoterms.

13. The following will be added as Section 5.4 of Exhibit D:

KORNIT WILL NOT MAKE SYSTEMIC ALTERATIONS TO PARAMETERS OR OTHERWISE THAT LOWER THE SPEED OR THROUGHPUT OF AMAZON PRINTERS WITHOUT AMAZON'S PRIOR CONSENT.

14. The following will be added to Schedule 2 to the Agreement and be "Specifications" under the Agreement:

- a. Effective by [***], Kornit will [***].
- b. Effective by [***], Kornit agree to [***].
- c. Effective by [***], Kornit will [***].
- d. Effective by [***], Kornit will [***].
- e. Kornit will [***].
- f. Effective by [***], Amazon and Kornit will [***].
- g. Amazon may [***]. Kornit agrees to [***].

15. The prices set forth in the Amendment will not be revised during a period of [***] following the date of this Amendment.

16. Except as set forth in this Amendment, all other terms and conditions of the Agreement the Previous Amendments shall remain unchanged. This Amendment shall be deemed, for all intent and purposes, to form an integral part of the Agreement. The Agreement, the Previous Amendments and this Amendment constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof. If the terms or conditions of this Amendment conflict with the Agreement and/or the Previous Amendments, the terms or conditions of this Amendment shall always prevail and take precedence.

17. This Amendment may be executed by facsimile or electronic scan and in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

By signature below, the duly authorized representatives of the parties agree to the terms and conditions of this Amendment.

SUPPLIER:

Kornit Digital, Ltd.

By: /s/ Ronen Samuel

Name: Ronen Samuel

Title: CEO

Date Signed: May 16, 2020

By: /s/ Guy Avidan

Name: Guy Avidan

Title: CFO

Date Signed: May 16, 2020

PURCHASER:

Amazon.com Services LLC

By: /s/ Danica Knieval

Name: Danica Knieval

Title: Authorized Signatory

Date Signed: May 16, 2020