FORM 8-K

Current report filing

Filing Date: **2024-09-03** | Period of Report: **2024-09-03**
SEC Accession No. 0001213900-24-075131

FILER

Ondas Holdings Inc.
CIK:**1646188**| IRS No.: **000000000** | State of Incorp.:**NV** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **001-39761** | Film No.: **241274703**
SIC: **3663** Radio & tv broadcasting & communications equipment

Mailing Address
53 BRIGHAM STREET
UNIT 4
MARLBOROUGH MA 01752

Business Address
53 BRIGHAM STREET
UNIT 4
MARLBOROUGH MA 01752
6314187044

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) September 3, 2024

Ondas Holdings Inc.
(Exact name of registrant as specified in its charter)

Nevada	001-39761	47-2615102
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

53 Brigham Street, Unit 4, Marlborough, MA 01752
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code **(888) 350-9994**

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock par value $0.0001	ONDS	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

The disclosure included in Item 2.03 of this Current Report on Form 8-K is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On September 3, 2024, Ondas Networks Inc. ("Networks"), a subsidiary of Ondas Holdings Inc. (the "Company"), entered into that certain Security Note Agreement (the "Agreement"), by and among Networks, as borrower, and Charles & Potomac Capital, LLC, an entity affiliated with Joseph Popolo, a director of the Company, as lender ("C&P"), pursuant to which, Networks may draw, and C&P shall loan Networks, up to One Million Five Hundred Thousand Dollars ($1,500,000) (the "Secured Loan"). Any additional draw following the Initial Draw (as defined below) shall be entirely subject to C&P's sole discretion. Pursuant to the Agreement, Networks issued C&P a secured note in the amount of One Million Five Hundred Thousand Dollars ($1,500,000), which amount may be increased or decreased by the mutual written agreement of the parties thereto (the "Note"). The Note (i) bears interest at a rate of 8% per annum, (ii) has a maturity date of February 28, 2025, and (iii) is secured by all assets of Networks. Pursuant to the Agreement, Networks issued C&P a warrant to purchase shares of preferred stock of Networks, $0.00001 par value per share.

On September 3, 2024, Networks issued a certain request for draw in the principal amount of One Million Dollars ($1,000,000) (the "Initial Draw").

C&P previously purchased convertible notes of Networks in the aggregate original principal amount of $700,000 and $800,000, on July 8, 2024 and July 23, 2024, respectively, as disclosed in the Company's Quarterly Report on Form 10-Q, for the quarter ended June 30, 2024, filed with the U.S. Securities and Exchange Commission ("SEC") on August 14, 2024.

The foregoing summary of the terms of the Secured Loan does not purport to be complete and is subject to, and qualified in its entirety by, such documents attached as Exhibits 4.1, 10.1, 10.2, and 10.3 to this Current Report on Form 8-K, which are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1	Form of Warrant of Ondas Networks Inc.
10.1*	Secured Note Agreement, dated September 3, 2024, by and between Ondas Networks Inc. and Charles & Potomac Capital, LLC.
10.2	Security Agreement, dated September 3, 2024, by and among Ondas Networks Inc. and Charles & Potomac Capital, LLC.
10.3*	Patent Security Agreement, dated September 3, 2024, by and between Ondas Networks Inc. and Charles & Potomac Capital, LLC.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish copies of any of the omitted schedules upon request by the SEC.

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 hereunto duly authorized.

Date: September 3, 2024

ONDAS HOLDINGS INC.

By: */s/ Eric A. Brock*
Eric A. Brock

Exhibit 4.1

THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL (I) SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION HAS BEEN REGISTERED UNDER THE SECURITIES ACT OR (II) THE ISSUER OF THE SECURITIES HAS RECEIVED AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE WITH THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS THEREOF.

ONDAS NETWORKS INC.

WARRANT

September 3, 2024

Void After September 3, 2029

THIS CERTIFIES THAT, for value received and subject to the terms and conditions set forth below, Charles & Potomac Capital, LLC, or assigns (the "***Holder***"), is entitled to purchase at the Exercise Price (defined below) from Ondas Networks Inc., a Texas corporation (the "***Company***"), the Calculated Amount of fully-paid and non-assessable Warrant Shares of the Company.

1. DEFINITIONS. As used herein, the following terms shall have the following respective meanings:

(a) "***Calculated Amount***" means the quotient, rounded down to the nearest whole number, of (i) $1,000,000 *divided by* (ii) the Conversion Price.

(b) "***Common Stock***" shall mean the Company's Common Stock, par value $0.0001 per share.

(c) "***Conversion Price***" shall mean (i) an amount that is equal to the price per share of the Company's most senior series of Preferred Stock issued to investors in the Company' next equity financing following the date hereof, provided, that, if no subsequent equity financing resulting in the issuance of Preferred Stock occurs after the date hereof, then (ii) 41.3104.

(d) "***Exercise Period***" shall mean the period beginning on the date of issuance of this Warrant and ending five years after such date on September 3, 2029 (or if such date is not a business day, the next succeeding business day), unless sooner terminated as provided below.

(e) "***Exercise Price***" shall mean $20.65.

(f) "***Preferred Stock***" shall mean the Company's Preferred Stock, par value $0.0001 per share.

(g) "***Sale of the Company***" shall mean (i) a transaction or series of related transactions with one or more non-affiliates, pursuant to which such non-affiliate(s) acquires capital stock of the Company or the surviving entity, in either case, possessing the voting power to elect a majority of the board of directors or a majority of the outstanding capital stock of the Company or the surviving entity (whether by merger, consolidation, sale or transfer of the Company's outstanding capital stock or otherwise); or (ii) the sale, lease or other disposition (including exclusive license) of all or substantially all of the Company's assets or any other transaction resulting in all or substantially all of the Company's assets being converted into securities of any other entity or cash; provided, however, that the sale by the Company of capital stock for the purpose of financing its business shall not be deemed to be a Sale of the Company.

(h) "***Warrant Shares***" shall mean the most recent series of shares of the Company's most senior class of Preferred Stock issuable upon exercise of this Warrant ("***Senior Preferred Stock***"), with such most recent series determined as of the date of such

exercise or other determination of amount payable with respect to this Warrant (e.g., the date of a future Sale of the Company), subject to adjustment pursuant to the terms hereof, including but not limited to adjustment pursuant to Section 6 below.

2. EXERCISE OF WARRANT.

(a) **Method of Exercise**. Subject to Section 3, the rights represented by this Warrant may be exercised in whole or in part at any time during the Exercise Period, by delivery of the following to the Company:

(i) an executed Notice of Exercise in the form attached hereto;

(ii) this Warrant; and

(iii) Payment of the then-applicable Exercise Price per share multiplied by the number of Warrant Shares being purchased upon exercise of the Warrant made in the form of cash, or by certified check, bank draft or money order payable in lawful money of the United States of America.

(b) **Partial Exercise**. If this Warrant is exercised in part only, the Company shall, upon surrender of this Warrant, execute and deliver, within 10 days of the date of exercise, a new Warrant evidencing the rights of the Holder, or such other person or persons as shall be designated in the Notice of Exercise, to purchase the balance of the Warrant Shares purchasable hereunder. If the Holder exercises this Warrant or attempts to exercise this Warrant before the Company shall have delivered to the Holder a new Warrant as contemplated above, then the Holder shall be deemed to have validly exercised this Warrant without the need for compliance with the requirements of Section 2(a)(ii). In no event shall this Warrant be exercised for a fractional Warrant Share, and the Company shall not distribute a Warrant exercisable for a fractional Warrant Share. Fractional Warrant Shares shall be treated as provided in Section 8 hereof.

(c) **Effect of Exercise**. Upon the exercise of the rights represented by this Warrant, shares of Senior Preferred Stock shall be issued for the Warrant Shares so purchased, and shall be registered in the name of the Holder or any other person or persons, if the Holder so designates, on or before the third (3rd) business day after the rights represented by this Warrant shall have been so exercised and shall be issued in certificate or book-entry form with a restrictive legend notation as set forth in Section 5(d) and delivered to the Holder, if so requested. The person in whose name any Warrant Shares are to be issued upon exercise of this Warrant shall be deemed to have become the holder of record of such shares on the date on which this Warrant was surrendered and payment of the Exercise Price was made, irrespective of the date of issuance of the shares of Senior Preferred Stock, except that, if the date of such surrender and payment is a date when the stock transfer books of the Company are closed, such person shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the stock transfer books are open.

3. VESTING. The Warrant Shares are fully vested and this Warrant is exercisable with respect to such Warrant Shares as of the date hereof.

4. COVENANTS OF THE COMPANY.

(a) **Covenants as to Warrant Shares**. If at any time the number of authorized but unissued shares of Common Stock and Senior Preferred Stock shall not be sufficient to permit exercise of this Warrant, the Company will promptly take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock and Senior Preferred Stock (or other securities as provided herein) to such number of shares as shall be sufficient for such purposes.

(b) **Valid Issuance.** The Company has taken, and shall take, all steps necessary to ensure that all Warrant Shares which may be issued upon the exercise of this Warrant shall, upon issuance, be duly authorized, validly issued, fully paid and nonassessable. Notwithstanding anything to the contrary herein, it is agreed and acknowledged that the Warrant Shares may be subject to certain restrictions on transfer set forth in the Company's Bylaws, as in effect from time to time.

(c) **No Impairment**. Except and to the extent as waived or consented to by the Holder or otherwise in accordance with Section 2 hereof, the Company will not, by amendment of its Certificate of Formation (as such may be amended from time to time), or through any means, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by

the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all such action as may be necessary or appropriate in order to protect the exercise rights of the Holder against impairment.

(d) **Notices of Certain Events**. If the Company proposes at any time (a) to declare any dividend or distribution upon the Warrant Shares, whether in cash, property, stock, or other securities and whether or not a regular cash dividend; or (b) to effect any reclassification or recapitalization of its capital stock, then the Company shall give Holder at least ten (10) days prior written notice of the date on which an action will be taken to effect any of the foregoing.

(e) **Compliance with Law**. The Company shall take all such actions as may be necessary to ensure that any and all Warrant Shares are issued without violation by the Company of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock and Senior Preferred Stock (or other securities then constituting Warrant Shares) may be listed at the time of such exercise (except, if applicable, for official notice of issuance which shall be immediately delivered by the Company upon each such issuance).

5. REPRESENTATIONS OF HOLDER.

(a) **Investment Experience**. The Holder (a) acknowledges that it has received all the information Holder has requested from the Company and Holder considers necessary or appropriate for deciding whether to acquire this Warrant and the Warrant Shares, (b) represents that Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and the Warrant Shares and to obtain any additional information necessary to verify the accuracy of the information given Holder, and (c) further represents that Holder has such knowledge and experience in financial and business matters that Holder is capable of evaluating the merits and risk of this investment. Holder acknowledges that investment in this Warrant and the Warrant Shares involves a high degree of risk, and represents that Holder is able, without materially impairing Holder's financial condition, to hold this Warrant and the Warrant Shares for an indefinite period of time and to suffer a complete loss of Holder's investment. Holder is an "accredited investor" as such term is defined in Rule 501 under Regulation D promulgated under the Securities Act.

(b) **Acquisition of Warrant for Personal Account**. The Holder represents and warrants that it is acquiring the Warrant and the Warrant Shares solely for its account for investment and not with a present view toward the public distribution of said Warrant or Warrant Shares or any part thereof and has no intention of selling or distributing said Warrant or Warrant Shares or any arrangement or understanding with any other persons regarding the sale or distribution of said Warrant or Warrant Shares, except as would not result in a violation of the Securities Act. The Holder will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) the Warrant except in accordance with the Securities Act (including any exemption from registration thereunder) and will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) the Warrant Shares except in accordance with the Securities Act (including any exemption from registration thereunder).

(c) **Securities Are Not Registered**.

(i) The Holder understands that the offer and sale of the Warrant or the Warrant Shares have not been registered under the Securities Act on the basis that no distribution or public offering of such securities of the Company is to be effected. The Holder realizes that the basis for the exemption may not be present if, notwithstanding its representations, the Holder has a present intention of acquiring the securities for a fixed or determinable period in the future, selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the securities. The Holder has no such present intention.

(ii) The Holder recognizes that the Warrant and the Warrant Shares may have to be held indefinitely unless the resale thereof is subsequently registered under the Securities Act or an exemption from such registration is available. The Holder

recognizes that the Company has no obligation to register the Warrant or the Warrant Shares, or to comply with any exemption from such registration.

(iii) The Holder is aware that neither the Warrant nor the Warrant Shares may be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met, including, among other things, the availability of certain current public information about the Company and the required holding period under Rule 144 being satisfied. Holder is aware that any such sale made in reliance on Rule 144, if Rule 144 is available, may be made only in accordance with the terms of Rule 144.

(d) **Disposition of Warrant and Warrant Shares**. The Holder understands and agrees that all certificates evidencing the Warrant Shares to be issued to the Holder may bear a legend in substantially the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL (I) SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION HAS BEEN REGISTERED UNDER THE SECURITIES ACT OR (II) THE ISSUER OF THE SECURITIES HAS RECEIVED AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE WITH THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS THEREOF.

6. CHANGES IN OUTSTANDING SHARES. In the event of changes in the outstanding Common Stock or Senior Preferred Stock by reason of stock dividends, split-ups, recapitalizations, reclassifications, combinations or exchanges of shares, separations, reorganizations, liquidations, or the like, the number and class of shares available under the Warrant in the aggregate and the Exercise Price shall be correspondingly adjusted to give the Holder of the Warrant, on exercise for the aggregate Exercise Price, the total number, class, and kind of shares as the Holder would have been entitled to had the Warrant been exercised immediately before the event, only as provided for in Section 2(a)(iii), and had the Holder continued to hold such shares until after the event requiring adjustment. The form of this Warrant need not be changed because of any adjustment in the number, class, and kind of shares subject to this Warrant. The Company shall promptly provide a certificate from an authorized officer notifying the Holder in writing of any adjustment in the Exercise Price and/or the total number, class, and kind of shares issuable upon exercise of this Warrant, which certificate shall specify the Exercise Price and number, class and kind of shares under this Warrant after giving effect to such adjustment.

7. SALE OF THE COMPANY. In the event of a Sale of the Company, then the Company shall ensure that lawful and adequate provision shall be made whereby the Holder shall thereafter have the right to purchase and receive upon the basis and upon the terms and conditions herein specified and in lieu of the Warrant Shares immediately theretofore issuable upon exercise of this Warrant, only as provided for in Section 2(a)(iii), such shares of stock, securities or assets (including cash) as would have been issuable or payable with respect to or in exchange for a number of Warrant Shares equal to the number of Warrant Shares immediately theretofore issuable upon exercise of this Warrant, only as provided for in Section 2(a)(iii), had such Sale of the Company not taken place, and in any such case appropriate provision shall be made with respect to the rights and interests of the Holder to the end that the provisions hereof (including, without limitation, provision for adjustment of the Exercise Price) shall thereafter be applicable, as nearly equivalent as may be practicable in relation to any share of stock, securities or assets (including cash) thereafter deliverable upon the exercise thereof. The Company shall not effect any Sale of the Company unless prior to or simultaneously with the consummation thereof the successor entity (if other than the Company) resulting from such Sale of the Company, or the entity purchasing or otherwise acquiring such assets or other appropriate corporation or entity shall assume the obligation to deliver to the Holder, at the last address of the Holder appearing on the books of the Company, such shares of stock, securities or assets (including cash) as, in accordance with the foregoing provisions, as the Holder may be entitled to purchase, and the other obligations under this Warrant. The provisions of this Section 7 shall similarly apply to successive Sales of the Company.

8. FRACTIONAL SHARES, ADJUSTMENT OF EXERCISE PRICE. No fractional shares shall be issued upon the exercise of this Warrant as a consequence of any adjustment pursuant hereto. All Warrant Shares (including fractions) issuable upon exercise of this Warrant may be aggregated for purposes of determining whether the exercise would result in the issuance of any fractional share. If, after aggregation, the exercise would result in the issuance of a fractional share, the Company shall, in lieu of issuance of any fractional share, pay the Holder otherwise entitled to such fraction a sum in cash equal to the product resulting from multiplying the then current fair value of a Warrant Share by such fraction. No adjustment in the Exercise Price shall be required unless such adjustment would require an

increase or decrease of at least $0.0001; provided, however, that any adjustments which by reason of this Section 8 are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 8 shall be made to the $0.0001 or to the nearest 1/100th of a share, as the case may be.

9. NO STOCKHOLDER RIGHTS. This Warrant in and of itself shall not entitle the Holder to any voting rights or, except as otherwise set forth herein, other rights as a stockholder of the Company.

10. RESERVATION OF SHARES. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock and Senior Preferred Stock a number of shares equal to no less than 100% of the maximum number of shares of Common Stock and Senior Preferred Stock issuable upon full exercise of the Warrant.

11. TRANSFER OF WARRANT. Subject to applicable laws, this Warrant and all rights hereunder are transferable, by the Holder in person or by duly authorized attorney, upon delivery of this Warrant and the form of assignment attached hereto to any transferee designated by Holder.

12. LOST, STOLEN, MUTILATED OR DESTROYED WARRANT. If this Warrant is lost, stolen, mutilated or destroyed, the Company may, on such terms as to indemnity or otherwise as it may reasonably impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of identical denomination, tenor and terms as the Warrant so lost, stolen, mutilated or destroyed. Any such new Warrant shall constitute an original contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed Warrant shall be at any time enforceable by anyone.

13. MODIFICATIONS AND WAIVER. Provisions of this Warrant may be amended or modified, or a provision or requirement hereof waived, only with the written consent of the Company and the Holder.

14. NOTICES, ETC. Any notice required or permitted pursuant to this Warrant shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or sent by courier, overnight delivery service or confirmed email, or three business days after being deposited in the regular mail, as certified or registered mail (airmail if sent internationally), with postage prepaid, addressed to: (a) if to the Holder, the address of the Holder most recently furnished in writing to the Company (or, if no address has been furnished, the address of such Holder in the Company's records); and (b) if to the Company, the address of the Company's corporate headquarters, Attention: Chief Executive Officer.

15. ACCEPTANCE. Receipt of this Warrant by the Holder shall constitute acceptance of and agreement to all of the terms and conditions contained herein.

16. GOVERNING LAW. This Warrant shall be construed and enforced in accordance with the laws of the State of Delaware.

17. DESCRIPTIVE HEADINGS. The descriptive headings of the several paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. The language in this Warrant shall be construed as to its fair meaning without regard to which party drafted this Warrant.

18. SEVERABILITY. The invalidity or unenforceability of any provision of this Warrant in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction, or affect any other provision of this Warrant, which shall remain in full force and effect.

19. ENTIRE AGREEMENT. This Warrant constitute the entire agreement between the parties pertaining to the subject matter contained in it and supersede all prior and contemporaneous agreements, representations, and undertakings of the parties, whether oral or written, with respect to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its duly authorized officer as of September 3, 2024.

ONDAS NETWORKS INC.

By: _____
Name: Eric Brock
Title: Chief Executive Officer

Address for Notice:

Ondas Networks Inc.
53 Brigham Street, Unit 4
Marlborough, MA 01752
Attention: Chief Executive Officer

[Signature Page to Warrant]

NOTICE OF EXERCISE

TO: ONDAS NETWORKS INC.

(1) The undersigned hereby irrevocably elects to exercise this Warrant and to purchase thereunder, _____ full shares of Ondas Networks Inc. Senior Preferred Stock ("Applicable Company Stock") issuable upon exercise of the Warrant and delivery of $_____ (in cash as provided for in the foregoing Warrant).

(2) Please issue a certificate or certificates representing said shares of Applicable Capital Stock in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____
(Address and social security or federal employer identification number (if applicable))

(3) If the shares issuable upon this exercise of the Warrant are not all of the Warrant Shares which the Holder is entitled to acquire upon the exercise of the Warrant, the undersigned requests that a new Warrant evidencing the rights not so exercised be issued in the name of and delivered to:

_____
(Name)

_____
(Address)

(4) The undersigned represents that (i) the aforesaid shares of Applicable Company Stock are being acquired for the account of the undersigned for investment and not with a view to the public distribution thereof and that the undersigned has no present intention of distributing or reselling such shares in violation of the Securities Act of 1933, as amended (the "***Securities Act***"), except as would not result in a violation of the Securities Act; (ii) the undersigned is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision regarding its investment in the Company; (iii) the undersigned is experienced in making investments of this type and has such knowledge and background in financial

and business matters that the undersigned is capable of evaluating the merits and risks of this investment and protecting the undersigned's own interests; (iv) the undersigned understands that the issuance of the shares of Applicable Company Stock upon exercise of this Warrant has not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, which exemption depends upon, among other things, the bona fide nature of the investment intent as expressed herein, and, because the issuance of such securities has not been registered under the Securities Act, such securities must be held indefinitely unless the resale thereof is subsequently registered under the Securities Act or an exemption from such registration is available; (v) the undersigned is aware that the aforesaid shares of Applicable Company Stock may not be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met and until the undersigned has held the shares for the time period prescribed by Rule 144, that among the conditions for use of Rule 144 is the availability of current information to the public about the Company; and (vi) the undersigned agrees not to make any disposition of all or any part of the aforesaid shares of Applicable Company Stock unless and until there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with said registration statement, or the undersigned has furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, to the effect that such disposition is not required to be registered pursuant to the Securities Act; *provided*, that no opinion shall be required for any disposition made or to be made in accordance with the provisions of Rule 144 under the Securities Act.

Date: _____ Signature: _____

Print Name: _____

ASSIGNMENT FORM

(To assign the foregoing Warrant, subject to compliance with Section 11 hereof, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to:

_____

(Name)

_____

(Address)

Dated: _____, 20___

Holder's Name: _____

Holder's Signature: _____

Holder's Address: _____

_____

_____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatever. Officers of corporations and those acting in a fiduciary or other representative capacity should provide proper evidence of authority to assign the foregoing Warrant.

Exhibit 10.1

SECURED NOTE AGREEMENT

This Secured Note Agreement (this "**Secured Note Agreement**" or "**Agreement**") dated as of September 3, 2024 is entered into by and between Ondas Networks Inc., a Texas corporation ("**Borrower**"), and Charles & Potomac Capital, LLC ("**Lender**").

A. Subject to the terms and conditions of the Loan Documents (as defined below), Lender intends to extend a loan (the "**Loan**") to the Borrower to fund certain costs and expenses as listed on Exhibit A attached hereto (the "**Cash Uses Exhibit**").

B. Borrower and Lender are executing this Secured Note Agreement, together with the other Loan Documents, to evidence Lender's extension of credit to the Borrower and to set forth the terms upon which such extension of credit is made.

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

1. Draw Procedures.

(a) On the date hereof (the "**Loan Closing Date**"), Borrower has executed and delivered to Lender a Secured Note substantially in the form attached hereto as Exhibit D (the "**Note**") in the amount of One Million Five Hundred Thousand and 0/100 Dollars ($1,500,000.00) (as such amount may be increased or decreased by the mutual written agreement of the parties hereto, the "**Credit Limit**"). On and subsequent to the Loan Closing Date, in accordance with, and subject to, the terms and conditions of this Secured Note Agreement, Lender may make advances to Borrower which shall be evidenced by the Note. Lender will fund a $1,000,000.00 advance on the Loan Closing Date (the "**First Draw**") and any additional Draws following the First Draw are entirely subject to the Lender's sole discretion. Any Draw paid to Borrower by Lender pursuant to this Secured Note Agreement shall be evidenced by the Note, the principal amount of which, together with interest, shall be paid to Lender as provided in the Note and this Secured Note Agreement. The principal amounts paid or distributed to or on behalf of Borrower by Lender pursuant to this Agreement shall be referred to as a "**Draw**." The aggregate amount of all Draws shall not exceed the Credit Limit.

(b) Prior to the date hereof, the Borrower has submitted a written draw request (a "**Draw Request**") to Lender in the form attached hereto as Exhibit B to request the First Draw. The first Draw Request included (i) the total requested draw amount (the "**Requested Draw Amount**") for such Draw, (ii) a Flow of Funds Memorandum (the "**Flow of Funds Memo**") attached hereto as Exhibit C detailing each recipient of the funds to be drawn, the amount of the payment going to such recipient, and the reason for the payment to such recipient (including reasonable support documentation), (iii) a certification by an officer of the Borrower that (A) the payment to each recipient is a proper use of the Draw pursuant to the Cash Uses Exhibit and this Agreement, (B) the conditions precedent set forth in Section 8 of this Agreement have been satisfied or, in Lender sole discretion, waived, (C) each of the representations and warranties in the Loan Documents is true and accurate in all material respects, and (D) no Default or event which would become a Default with notice or lapse of time has occurred or would occur after giving effect to the requested Draw.

(c) On the Loan Closing Date, Lender shall disburse the First Draw in accordance with the Flow of Funds Memo. The aggregate dollar amount of the First Draw shall not exceed the Credit Limit. Amounts repaid with respect to the Loan may not be reborrowed.

(d) Borrower agrees to pay all reasonable and documented third party costs and expenses, including due diligence costs and expenses and attorneys' fees incurred by Lender arising out of, in connection with, or related to the preparation, performance, negotiation and closing (including any amendments hereof or thereof, or the negotiation and closing of this Agreement and the other Loan Documents after the Loan Closing Date) (collectively, "**Transaction Expenses**"). Transaction Expenses due and owing to Lender on the Loan Closing Date may be paid with proceeds from the First Draw.

2. Purpose. The proceeds of any Draw will be made for the purpose of, and only the purpose of, the payment of amounts permitted by the Cash Uses Exhibit for such Draw and set forth in the Draw Request.

3. Basic Terms.

(a) **Maturity Date and Repayments**. Borrower hereby unconditionally agrees to pay to the order of Lender the entire outstanding principal amount of the Loan together with all accrued interest thereon, and any and all other amounts which may become owing under the Loan Documents (including, without limitation or duplication, Transaction Expenses) (collectively, the "**Loan Obligations**") when set forth in this Secured Note Agreement (or any other Loan Document (as defined below)), but not later than February 28, 2025 (the "**Maturity Date**") If the date on which any payment becomes due is not a business day, Borrower shall repay the applicable amount on the following business day. The date as of which all of the Loan Obligations have been indefeasibility paid in full is referred to herein as the "**Termination Date**." Within two (2) business days following a written request from Borrower, Lender will provide Borrower a written payoff statement setting forth the sum of all outstanding Loan Obligations due as of Borrower's requested payoff date, as well as draft release and termination documents with respect to the Loan Documents to be held in escrow pending Borrower's full payment of the Loan Obligations.

(b) **Optional Prepayment**. Borrower may prepay the Loan Obligations in whole or in part of the unpaid sums borrowed hereunder from time to time without penalty or premium.

(c) Reserved.

(d) **Interest**.

(i) Interest on the outstanding principal balance of the Loan shall accrue at a rate per annum of the lesser of (i) eight percent (8.0%), and (ii) the maximum rate permitted by law (the "**Interest**"). The Borrower shall pay all accrued Interest on the Maturity Date, on which date the Borrower may also be obligated to pay principal and Transaction Expenses. For the avoidance of doubt, Interest shall accrue until the Termination Date. Accrued and unpaid Interest shall be added to the principal amount of the Loan on the Maturity Date, which shall thereafter be deemed principal bearing interest at the applicable rate.

(ii) At the election of Lender upon notice to Borrower at any time during which a Default remains unremedied for a period of at least 10 days, all outstanding Loan Obligations shall accrue interest at a rate per annum equal to the Interest rate *plus* 2.0% per annum (the "**Default Rate**"), such accrual being retroactive from the original date of the underlying Default.

(e) **Calculation of Interest**. Interest on the Loan will be calculated on the basis of actual number of days elapsed (including the first day but excluding the last day) computed on the basis of a 365 days or 366 days, as the case may be. All Interest determinations and calculations by Lender are presumptively correct absent manifest error.

(f) **Security**. The Loan Obligations shall be secured by, and the following shall be delivered to the Lender, on or prior to the Loan Closing Date (collectively, the "**Collateral Documents,**" and all assets upon which a lien is created pursuant to the Collateral Documents and securing the Loan Obligations are referred to as the "**Collateral**"):

(i) a security agreement entered into by the Borrower in favor of the Lender in respect of all assets of the Borrower; and

(ii) all other security documents, financing statements and other documentation filed or recorded in connection with the foregoing.

All Collateral Documents shall be satisfactory to Lender in Lender's discretion. Borrower will execute and deliver any and all other documents and take all other action reasonably necessary or beneficial to provide Lender a first priority perfected security interest in all Collateral. This Secured Note Agreement, the Note, the Collateral Documents, and all other documents, certificates, financial statements, and other writings executed and delivered or to be executed and delivered by Borrower are the "**Loan Documents.**" The Collateral will be released and the security interest granted by this Secured Note Agreement will be terminated as of the Termination Date.

(g) **Manner of Payment**. Principal, Interest, fees, and expenses are payable in lawful money of the United States of America and in immediately available funds.

4. Representations and Warranties of Borrower. Borrower makes the following representations and warranties to, and in favor of, Lender as of the date hereof and covenants that the following will be true and correct for so long as any Loan Obligations are outstanding:

(a) **Organization**. Borrower is a corporation (i) duly organized, validly existing, and in good standing under the laws of the state of its incorporation; (ii) duly qualified, authorized to do business, and in good standing in each other jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect, and (iii) has and will have all requisite corporate power and authority to carry on its business as now being conducted and as proposed to be conducted, including without limitation with respect to this Secured Note Agreement, and each of the other Loan Documents to which it is a party.

(b) **Authorization; No Conflict**. Borrower has duly authorized, executed, and delivered the Loan Documents to which it is a party, and none of the execution and delivery thereof nor the performance thereof nor the advancing of the Loan: (i) is in conflict with or results in a breach of Borrower's organizational documents; (ii) violates, in any material respect, any law, rule, or regulation applicable to or binding on Borrower or its assets or Lender as a result of the nature or activities of Borrower; (iii) results in any breach of or constitutes any default under any material agreement of the Borrower, or results in or requires the creation of any lien upon any of the assets of Borrower; or (iv) requires the consent or approval of any person or entity, which has not already been obtained and not revoked, except where the failure to obtain such consent or approval could not reasonably be expected to result in a Material Adverse Effect.

(c) **Enforceability**. Each of this Secured Note Agreement and each other Loan Document is in full force and effect and have not been amended, modified, or supplemented except as disclosed in writing to Lender and is a legal, valid, and binding obligation of Borrower, enforceable against such company in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and subject to general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law). Borrower has received reasonably equivalent value for the Loan Obligations it has incurred and the security interests it has granted hereunder and under the other Loan Documents.

(d) **Compliance with Laws**.

(i) Borrower has complied in all material respects with all applicable laws.

(ii) No claim, action or assertion has been filed, commenced, or threatened in writing against Borrower alleging any violation of Law.

(iii) To the knowledge of the Borrower, no investigation with respect to any of violation of Law has been commenced against Borrower.

(iv) The Borrower is not aware of any breach of applicable Law, other than breaches that could not reasonably be expected to result in a Material Adverse Effect, or any claim, action, or assertion filed, commenced, or threatened in writing against the Borrower by any of its subcontractors, advisors, or consultants.

(e) **No Disputes**. Except as listed on Schedule 4(e) hereto, there is no: (x) litigation, claim, demand, dispute, grievance, arbitration, mediation, audit, hearing, suit, investigation, or proceeding (whether civil, criminal, administrative, investigative, or otherwise) commenced, brought, made by, conducted, or to the knowledge of Borrower, threatened in writing or heard by or before, or otherwise involving, any governmental authority, in any such case involving Borrower, or (y) written material claims by any other third party against Borrower.

(f) **Financial Statements; Tax Returns.** reserved.

(g) **Capitalization**. Borrower does not own any other ownership interests or securities in any other entity.

(h) **Existing Indebtedness; Investments, Guarantees, and Certain Contracts**. Except as set forth on Schedule 4(h), Borrower does not (i) have any outstanding indebtedness, except indebtedness under the Loan Documents or any other indebtedness permitted under the Loan Documents, or (ii) own or hold any equity or long-term debt investments in, or have any outstanding draws to, or any outstanding guarantees for the obligations of, or any outstanding borrowings from, any other Person, except for as expressly permitted hereunder.

(i) **Property**. Borrower owns or has the right to use pursuant to valid and enforceable agreements all licenses, permits, franchises, authorizations, patents, copyrights, service marks, trademarks, and trade names, or rights thereto, that are necessary for the operation of its business.

(j) **Environmental Matters**. Borrower is in compliance in all material respects with all applicable Federal, state, or local environmental, hazardous waste, health and safety statutes, and any rules or regulations adopted pursuant thereto.

(k) **Non-Subordination**. The Loan is not subordinated in any way to any other obligations of Borrower or to the right of any third party.

(l) **Properties; Security Interest**. Borrower is the lawful owner of, and has good and valid title to, all of the Collateral free and clear of any lien, security interest, claim, or other encumbrance (other than any liens granted Lender pursuant to the Loan Documents or Permitted Liens). Borrower has full right and power to grant to Lender a first priority security interest and lien on the Collateral pursuant to the Loan Documents. Upon the execution and delivery of this Agreement, and upon the proper filing of the necessary financing statements and/or appropriate filings and/or delivery of the necessary agreements establishing control, without any further action, Lender will have a good, valid, and first priority perfected lien and security interest in the Collateral, subject to no transfer or other restrictions or liens of any kind in favor of any other person. No financing statement relating to any of the Collateral is on file in any public office except those on behalf of Lender. Borrower is not a party to any agreement, document, or instrument that conflicts with this Section 4(l).

(m) **No Defaults**. Each of the Loan Documents is in full force and effect and has not been amended, modified, or supplemented; Borrower is not in default under any of the Loan Documents; and no event or condition has occurred, or exists and is continuing, which, with the lapse of time, the giving of notice, or both, would constitute a default by Borrower under any of the Loan Documents.

(n) **Disclosure**. No Loan Document nor any other agreement, document, certificate, or statement furnished to Lender and prepared by or on behalf of Borrower in connection with the transactions contemplated by the Loan Documents, nor any representation or warranty made by Borrower in any Loan Document, contains any untrue statement of material fact or omits to state any fact necessary to make the factual statements therein taken as a whole not materially misleading in light of the circumstances under which it was furnished. There is no fact known to Borrower (other than matters of a general economic nature) which has not been disclosed to Lender in writing which could reasonably be expected to be, have, or result in a Material Adverse Effect. The written factual information made available to Lender with respect to Borrower in connection with this Agreement is true and correct in all material respects and did not omit any information known and available to Borrower that is necessary to make the information provided not materially misleading in light of the relevant circumstances.

(o) **Reserved**.

(p) **Survival**. Borrower hereby makes the representations and warranties contained herein with the knowledge and intention that Lender is relying and will rely thereon. All such representations and warranties will survive the execution and delivery

of this Agreement and the making of any Draw until full performance, satisfaction, and indefeasible payment in full (unless otherwise agreed in writing), of all the obligations and termination of the Loan Documents.

5. Applications of Payments. Payments received by Lender pursuant to the terms hereof shall be applied (a) first, against any Transaction Expenses and any other costs and expenses (including without limitation, in connection with the enforcement thereof) incurred by Lender in connection with this Secured Note Agreement or the other Loan Documents which are reimbursable in accordance with the Loan Documents which have not been previously reimbursed, (b) second, against any Interest accrued but unpaid on the Loan, (c) third, against principal amounts of the Loan, and (d) finally, against any other outstanding amounts.

6. Covenants.

(a) **Negative Covenants**. Borrower covenants and agrees that until payment in full of the Loan Obligations and the Termination Date has occurred, it will not undertake or permit the following:

(i) Dispose of any Collateral other than in the ordinary course of business without the prior written consent of Lender (which consent may be withheld in the reasonable discretion of Lender);

(ii) Terminate or amend or waive any of its material rights with respect to the Collateral or any other Loan Document or take any other action or inaction whatsoever which termination, amendment, waiver, action or inaction may reasonably be expected to have the effect of causing any delay in the schedule of dates upon which or the reduction of any of the amounts which are to be paid to Borrower;

(iii) Take any action (or refrain from taking any action) which would cause any representation or warranty in any Loan Document to be untrue;

(iv) Make any distributions, dividends, or other payments to its shareholders (or any collateral in lieu thereof), other than with the consent of the Lender;

(v) Become liable as a surety, guarantor, accommodation endorser, or otherwise, for or upon the obligation of any other Person or incur any Debt or Contingent Obligations; *provided, however*, that this Section 6(a)(v) shall not be deemed to prohibit or otherwise limit the occurrence of Permitted Debt;

(vi) Create, assume, or suffer to exist any indebtedness for borrowed money (except pursuant to the Loan Documents) or Lien, except Permitted Liens, on the Collateral, or assign any right to receive income;

(vii) Effectuate or otherwise allow a Change of Control by Borrower;

(viii) issue any equity ownership interests or any option, warrant, or right relating thereto to any person;

(ix) Without Lender's prior written consent:

(A) merge or consolidate with any other entity;

(B) create any subsidiary or enter into any joint venture arrangements;

(C) authorize or effect any change in it's organizational or governing documents that is materially adverse to Lender; or

(D) voluntarily adopt a plan of complete or partial liquidation or dissolution of Borrower.

(b) **Affirmative Covenants**. Borrower covenants and agrees that until payment in full of the Loan Obligations and the Termination Date has occurred, it will do the following:

(i) Promptly notify Lender in writing regarding (A) any change in the legal name or place of organization of Borrower, and (B) any amendment to the documents evidencing the Parent Debt or the occurrence of any default or event of default thereunder;

(ii) At its own expense, promptly execute and deliver all such further instruments and documents, and take all such further actions, as Lender may reasonably request from time to time to establish, perfect, extend, and maintain the first priority security interest in the Collateral or to enable Lender to exercise its rights and remedies under any Loan Document with respect to any Collateral, whether now owned or hereafter acquired. Borrower hereby irrevocably authorizes Lender, its agents, representatives, and designees to sign and file such financing statements;

(iii) File, on or prior to the due date thereof, all tax returns and pay promptly when due all material taxes, assessments, and governmental charges imposed upon, and all claims against, the Collateral, and shall obtain and maintain any consents or approvals necessary to grant to Lender all security interests granted herein;

(iv) At all times keep in a manner consistent with Borrower's ordinary course of business accurate and complete records of the Collateral and to the extent relevant, maintain the Collateral in good repair and working order in a manner consistent with Borrower's ordinary course of business.

(v) Promptly notify Lender of any event of which Borrower has knowledge or any information received by Borrower that may materially adversely affect the value of the Collateral or the rights and remedies of Lender under any Loan Document or otherwise be reasonably expected to result in a Material Adverse Effect;

(vi) reserved;

(vii) Upon the reasonable request of Lender, amend this Agreement to include any provision reasonably requested by Lender to implement reasonable protective provisions for the benefit of Lender to allow Lender reasonable means to protect or preserve its lien or security interest upon the occurrence of a default or an event of default;

(viii) reserved; and

(ix) Permit representatives of Lender during normal business hours and upon reasonable advance notice, to visit and inspect any office of Borrower or any other location where any Collateral may be located (to the extent within the control of Borrower) and to examine all of Borrower’s books of account, reports, and other records relevant to any of the Collateral and to discuss Borrower’s business and assets with the outside accountants of or any other advisors to Borrower to the extent and only to the extent relating to the operations of the business and the Collateral.

7. Default and Remedies.

(a) **Events of Default**. The occurrence of any one or more of the following events shall constitute a “**Default**” hereunder:

(i) the failure of Borrower to pay any amount of the principal, interest when due or to pay any other amount or other amount owing pursuant to the Loan Documents within 3 business days after the same become due and payable;

(ii) the failure of Borrower to punctually and properly perform, observe, and comply with any other material covenant, agreement, or condition contained in any other Loan Document, and such failure is not cured within the applicable timeframe and continues for a period of thirty (30) days after Lender or an affiliate of Lender delivers written notice of default to Borrower, or an event of default occurs and is continuing under any Loan Document other than this Secured Note Agreement;

(iii) the material breach of any representation or warranty under any of the Loan Documents and, if such failure is capable of being cured, is not cured within the applicable cure periods and continues for a period of thirty (30) days after Borrower receives written notice of default from Lender or an affiliate of Lender;

(iv) Borrower (A) voluntarily seeks, consents to, or acquiesces in the benefit of any bankruptcy law, (B) becomes a party to or is made the subject of any proceeding provided for by any bankruptcy law (other than as a creditor, claimant, purchaser, or party making a bid to purchase assets), and (1) the petition is not controverted within fifteen (15) days and is not dismissed within sixty (60) days, or (2) an order for relief is entered under Title 11 of the United States Code, (C) makes an assignment for the benefit of creditors, or (D) fails (or admits in writing its inability) to pay its debts generally as they become due;

(v) any Loan Document at any time after its execution and delivery ceases to be in full force and effect in any material respect or is declared by a governmental authority to be null and void and such condition could reasonably be expected to result in a Material Adverse Effect;

(vi) any of the liens created by any Loan Document ceases to be a valid, first priority, perfected lien on any of the Collateral;

(vii) an event of default occurs under either of the Convertible Notes, or the Parent Debt is accelerated; or

(viii) a Material Adverse Effect occurs or, without the prior written consent of Lender (which consent may be withheld in the sole discretion of Lender), a Change of Control occurs.

(b) **Remedies**. If a Default occurs and remains uncured after the timeframes set forth in the definition of "Default" the unpaid balance and any Loan Obligations (including the principal, Interest, and fees outstanding hereunder) shall automatically become immediately due and payable without any action of any kind. In addition, upon a Default, Lender shall be entitled to do the following:

(i) Declare and make all sums of accrued and outstanding principal and accrued but unpaid Interest remaining under this Secured Note Agreement together with all unpaid fees, costs, charges, and other Loan Obligations due hereunder or under any other Loan Document, immediately due and payable, *provided*, that in the event of a Default occurring and continuing under Section 7(a)(v), all such amounts shall become immediately due and payable without further act of Lender or any other Person;

(ii) Reserved; and

(iii) Exercise any and all rights and remedies available to it under any of the Loan Documents or at law or in equity, including judicial or non-judicial foreclosure or public or private sale of any of the Collateral pursuant to any of the Loan Documents or otherwise available at law or in equity. If, pursuant to applicable law, prior notice of any such action is required to be given to Borrower, Borrower hereby acknowledges that the minimum time required by such applicable law, or ten (10) business days if no minimum is specified, shall be deemed a reasonable notice period.

The remedies hereunder are cumulative and are in addition to and not in substitution for any other rights or remedies provided by applicable law or by any other Loan Document. The taking of any of the foregoing actions does not cure or waive any Default or affect any notice or Default hereunder. Without limiting any other provision of this Agreement, Borrower agrees that if Borrower fails to perform any act or to take any action which it is required to perform or take under any Loan Document, or pay any money which it

is required to pay hereunder or thereunder, Lender may, but is not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred, and any money so paid, together with interest on such total amount at the Default Rate, shall be deemed Loan Obligations hereunder, payable on demand and evidenced and secured by the Loan Documents, and Lender, upon making such payment, shall be subrogated to all of the rights of the person receiving such payment.

8. Conditions Precedent. The funding of the First Draw and the occurrence of the Loan Closing Date hereunder is subject to the satisfaction or waiver, in each case, of Lender in its reasonable discretion, of each of the following conditions (for purposes of clarity, in the case of deliverables, both the preparer of the deliverables and the form and substance of the deliverables must be acceptable to Lender):

(a) execution and delivery by Borrower of the Loan Documents;

(b) execution and delivery by Borrower of the Warrant;

(c) UCC lien, litigation, and other customary searches and statements demonstrating no Liens or other encumbrances (other than Permitted Liens) on any of the Collateral;

(d) An officer's certificate of Borrower certifying as to and including:

(i) true, correct, and complete copies of articles or certificates of formation, operating agreements, and resolutions or written consent of Borrower authorizing the execution, delivery and performance of this Agreement and the other Loan Documents and any instruments or agreements required hereunder or thereunder to which such person is a party;

(ii) good standing certificates with respect to Borrower dated no longer than thirty (30) days prior to the date hereof evidencing the good standing in its state or formation and the state where its primary assets are located (if different);

(iii) the incumbency of the natural persons authorized to execute and deliver this Agreement and the other Loan Documents and any instruments or agreements required hereunder or thereunder to which such person is a party; and

(iv) no Default, or event which with notice or lapse of time would become a Default, has occurred and is continuing;

(e) Receipt by Lender of a consent of the lender under the Parent Debt; and

(f) Receipt by the Lender of a Draw Request including a flow of funds memorandum in accordance with Section 1(b).

9. Indemnification. Borrower will indemnify and hold Lender harmless from any loss, liability, damages, judgments, and costs of any kind ("**Claims**") relating to or arising directly or indirectly out of (i) this Secured Note Agreement or any document required hereunder, (ii) any credit extended or committed by Lender to Borrower hereunder, and (iii) any litigation or proceeding related to or arising out of this Secured Note Agreement, any such document, or any such credit, including, without limitation, any act resulting from Lender complying with instructions Lender reasonably believes are made by Borrower; excluding in each case Claims arising out of the gross negligence, bad faith or willful misconduct of the Lender. This paragraph will survive this Secured Note Agreement's termination, and will benefit Lender and its officers, employees, and agents.

10. Reinstatement. This Secured Note Agreement shall continue to be effective or be reinstated, as the case may be, if at any time payment made hereunder, or any part thereof, to Lender is rescinded or must otherwise be restored by Lender whether as a "voidable preference," "fraudulent transfer," or otherwise, all as though such payment or performance had not been made. In the event that any payment made hereunder, or any part thereof, is rescinded, reduced, or restored or returned, this Secured Note Agreement shall be reinstated and deemed reduced only by such amount paid and not so rescinded, restored or returned.

11. Miscellaneous.

(a) **Governing Law**. THIS SECURED NOTE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN DALLAS COUNTY, TEXAS, AND WAIVES ANY OBJECTION BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS SECURED NOTE AGREEMENT, OR ANY DOCUMENT DELIVERED HEREUNDER OR IN CONNECTION HEREWITH, OR ANY TRANSACTION ARISING FROM OR CONNECTED TO ANY OF THE FOREGOING.

(b) **Waiver of Jury Trial**. THE PARTIES HERETO IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURED NOTE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN.

(c) **Enforcement Costs**. In the event any legal costs or expenses are incurred by Lender to enforce this Secured Note Agreement (including, without limitation, actions short of formal legal proceedings), Borrower shall pay all of Lender's costs and expenses (including reasonable costs of investigation and reasonable attorney fees and expenses).

(d) **Assignment**. This Secured Note Agreement and the other Loan Documents shall be binding on, and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; *provided, however*, that Borrower may not assign or transfer its rights or obligations hereunder or under any other Loan Document without the written consent of Lender, and Lender may not assign or transfer its rights or obligations hereunder or under any other Loan Document without the written consent of Borrower, which shall not be unreasonably withheld or delayed; *further provided* that Borrower shall have no consent right upon the occurrence and continuance of a Default. Following any such assignment, such assignee shall then become vested with all the rights granted to Lender in this Secured Note Agreement that were specifically assigned in such assignment. Lender shall provide Borrower with prior written notice of any such assignment, sale or transfer.

(e) **Amendment, Entire Agreement**. This Secured Note Agreement, the other Loan Documents, and the other transaction documents constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Secured Note Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged. This Agreement may be amended or modified only by a written instrument executed by the parties.

(f) Reserved.

(g) **Counterparts**. This Secured Note Agreement may be executed in multiple counterparts and each counterpart shall represent a fully executed original as if signed by each of the parties hereto, with all such counterparts together constituting but one and the same instrument. This Secured Note Agreement, and any amendments hereto or, to the extent signed and delivered by means of an electronic transmission in portable document format (.pdf) or similar format, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party shall raise the use of electronic transmission in pdf or similar format to deliver a signature or the fact that any signature was transmitted or communicated through such means as a defense to the formation of a contract and each party forever waives any such defense.

(h) **Waiver**. Borrower hereby waives diligence, presentment, protest, and demand, notice of protest, dishonor and nonpayment of this Secured Note Agreement and expressly agrees that, without in any way affecting the liability of Borrower hereunder, the Lender may extend the time for payment of any installment due hereunder, accept security, release any party liable hereunder and release any security hereafter securing this Secured Note Agreement. Borrower further waives, to the full extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this Secured Note Agreement or other agreement now or hereafter securing this Secured Note Agreement. No failure on the part of any Lender hereof to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall a single or partial

exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(i) **Headings**. Headings at the beginning of each numbered section of this Secured Note Agreement are intended solely for convenience and are not to be deemed or construed to be a part of this Secured Note Agreement.

(j) **Notices**. Any communications between the parties hereto or notices provided pursuant hereto or hereunder shall be given to the following addresses:

If to Lender:

Charles & Potomac Capital, LLC
Attn: Joseph Popolo
Commonwealth Hall at Old Parkland
3899 Maple Avenue, Suite 100
Dallas, TX 75219
Email: [ ]

With a courtesy copy via email to:

[ ]

If to Borrower:

Ondas Networks Inc.
53 Brigham Street
Unit 4
Marlborough, MA 01752
email: [ ]

With copies to (which shall not constitute notice):
Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street

Suite 1100
Miami, FL 33131
Attention: Christina Russo and William Arnhols
Emails: [ ]

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service (including Federal Express, DHL and other similar overnight delivery services), (c) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested. Notice so given shall be effective upon actual receipt by the addressee; *provided, however*, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location within the United States or Canada by the giving of thirty (30) days' written notice to the other parties in the manner set forth herein above.

(k) **No Personal Liability**. No director or direct or indirect officer, director, manager, employee, member, owner, affiliate, agent, or representative of Lender or Borrower shall have any liability to Borrower or Lender, as applicable, or its affiliates for any liabilities of any kind or nature arising under, related to or in connection with this Agreement or any of the other Loan Documents.

(I) **Severability**(m) . The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Secured Note Agreement shall not affect the validity of the remaining portions of this Secured Note Agreement so long as the material purposes can be determined and effectuated.

(m) **No Waiver**(n) . Any failure of a party to enforce any of the provisions of this Secured Note Agreement or to require compliance with any of its terms at any time during the pendency of this Secured Note Agreement shall in no way affect the validity of this Secured Note Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any and each such provision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

The parties hereto have executed this Secured Note Agreement as of the date first above written.

BORROWER:

ONDAS NETWORKS INC.
a Texas corporation

By: /s/ Eric Brock
Name: Eric Brock
Title: Chief Executive Officer

LENDER:

CHARLES & POTOMAC CAPITAL, LLC

By: /s/ Joseph Popolo
Name: Joseph Popolo
Title: Chief Executive Officer

Signature Page to Secured Note Agreement

Schedule 1

Definitions; Interpretation

Definitions. For purposes of the Loan Documents and all Schedules and Exhibits thereto, in addition to the definitions elsewhere in this Agreement or the other Loan Documents, when used in this Agreement or the other Loan Documents, the terms listed in this Schedule 1 shall have the meanings given below. All capitalized terms used herein which are not specifically defined shall have the meanings provided in Article 9 of the UCC in effect on the date hereof to the extent the same are used or defined therein.

"**Change of Control**" shall mean (i) a transaction or series of related transactions with one or more non-affiliates, pursuant to which such non-affiliate(s) acquires capital stock of the Borrower or the surviving entity, in either case, possessing the voting power to elect a majority of the board of directors or a majority of the outstanding capital stock of the Borrower or the surviving entity (whether by merger, consolidation, sale or transfer of the Borrower's outstanding capital stock or otherwise); or (ii) the sale, lease or other disposition (including exclusive license) of all or substantially all of the Borrower's assets or any other transaction resulting in all or substantially all of the Borrower's assets being converted into securities of any other entity or cash; provided, however, that the sale by the Borrower of capital stock for the purpose of financing its business shall not be deemed to be a Change of Control.

"**Contingent Obligation**" means, as to any Person, any obligation, agreement, understanding or arrangement (including purchase or repurchase agreements, reimbursement agreements with respect to letters of credit or acceptances, indemnity arrangements, grants of collateral to support the obligations of another Person, keep-well agreements and take-or-pay or through-put arrangements) of such Person guaranteeing or intended to guarantee any indebtedness, leases, dividends or other obligations of any other Person in any manner, whether directly or indirectly; provided, that the term "Contingent Obligation" shall not include endorsements of instruments for deposit or collection in the ordinary course of business.

"**Convertible Notes**" means, collectively, (i) that certain Convertible Promissory Note dated as of July 8, 2024 made by Borrower (as the "Maker" thereunder) in favor of Lender (as the "Holder" thereunder) in the original principal amount of $700,000.00, as the same may be amended, restated, modified or supplemented from time to time in accordance with its terms, and (ii) that certain Convertible Promissory Note dated as of July 23, 2024 made by Borrower (as the "Maker" thereunder) in favor of Lender (as the "Holder" thereunder) in the original principal amount of $800,000.00, as the same may be amended, restated, modified or supplemented from time to time in accordance with its terms.

"**Debt**" of any Person means, without duplication, (a) all obligations (including Contingent Obligations) of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable and other accrued expenses arising in the ordinary course of business, (d) all obligations of such Person under leases which are or should be, in accordance with GAAP, recorded as capital leases in respect of which such Person is liable, (e) all obligations of such Person to purchase securities (or other property) which arise out of or in connection with the sale of the same or substantially similar securities (or property), (f) all deferred obligations of such Person to reimburse any bank or other Person in respect of amounts paid or drawn under a letter of credit or other instrument, (g) all obligations, contingent or otherwise, of such Person in respect of acceptances, letters of credit or similar extensions of credit, (h) all Debt (as described in the preceding clauses) of others secured by (or for which the Lender of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on any asset of such Person, whether or not such Debt is assumed by such Person, (i) all Debt (as described in the preceding clauses) of others guaranteed directly or indirectly by such Person or as to which such Person has an obligation which is substantially the economic equivalent of a guaranty, and (j) all net obligations of such Person in respect of any swap contract.

"**Law**" means any applicable federal, national, regional, state, municipal or local law, statute, treaty, rule, regulation, ordinance, order, code, judgment, decree, directive, injunction, writ or similar action or decision duly implementing any of the foregoing by any governmental entity, and includes all applicable governmental approvals.

"**Lien**" means with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge, option, right of first refusal or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"**Material Adverse Effect**" means the result of one or more facts, circumstances or events that has or would reasonably be expected to have a material adverse effect, taken as a whole, on (i) the financial condition and results of operations of Borrower, (ii) the ability of Borrower to perform its obligations under this Secured Loan Agreement or any other Loan Document, including any circumstance which would reasonably be expected to result in the termination of any such Loan Document other than in accordance with its terms; or (iii) the condition of any material assets of Borrower; *provided, however*, that "Material Adverse Effect" shall not include any fact, circumstance, or event, directly or indirectly, arising out of or attributable to: (A) general economic or political conditions; (B) conditions generally affecting the industries in which Borrower operates; (C) any changes in financial, banking, or securities markets in

general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates and commodities prices (such as, without limitation, solar power prices); (D) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (E) any action required or permitted by any Loan Document; or (F) the announcement, pendency, or completion of the transactions contemplated by this Secured Note Agreement.

"**Parent Debt**" means all obligations of Ondas Holdings Inc., a Nevada corporation ("**Parent**"), under and pursuant to that certain Securities Purchase Agreement dated as of October 26, 2022 by and among Parent and each of the "Buyers" from time to time party thereto, as the same may be amended, restated, modified or supplemented from time to time in accordance with its terms.

"**Permitted Debt**" means (a) Debt incurred under the Loan Documents and (b) unsecured trade or other similar Debt incurred in the ordinary course of business (but not for borrowed money).

"**Permitted Liens**" means (a) the rights and interests of the Lender as provided in the Loan Documents, (b) statutory Liens for any current tax, assessment, or other governmental charge not yet due and payable, (c) mechanics Liens which are not overdue by more than thirty (30) days, (d) Liens for taxes, governmental assessments, or charges, or mechanics Liens, in each case being contested with notice to Lender and adequate cash reserves being established, (e) landlord Liens; and (f) Liens provided for under the terms of the Loan Documents.

"**Person**" means any individual, corporation, partnership, joint venture, association, trust, government or political subdivision or an agency or instrumentality thereof, or other entity or organization.

"**Warrant"** means that certain Warrant issued by Borrower in favor of Lender as the "Holder" thereunder, dated as of the date hereof, as the same may be amended, restated, modified or supplemented from time to time in accordance with its terms.

Interpretation. The following interpretations and rules of construction apply to this Agreement and the other Loan Documents: (a) titles and headings are for convenience only and will not be deemed part of the Loan Documents for purposes of interpretation; (b) unless otherwise indicated, references in the Loan Documents to Articles, Exhibits, Sections or Schedules refer, respectively, to Articles, Exhibits, Sections and Schedules of such Loan Document; (c) the word "including" means "including, but not limited to", and the words "include" or "includes" means "include, without limitation" or "includes, without limitation"; (d) the words "hereunder", "herein", "hereto" and "hereof" refer to the Loan Document in which they appear as a whole and not to a particular Section or clause of such Loan Document; (e) the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa; (f) unless otherwise indicated, all accounting terms not specifically defined shall be construed in accordance with GAAP; (g) unless otherwise indicated, references to money refer to legal currency of the United States of America; (h) unless otherwise indicated, each reference to a particular law is a reference to such law as it may be amended, modified, extended, restated or supplemented from time to time, as well as to any successor law thereto; (i) unless otherwise indicated, references to agreements include all exhibits, schedules and other attachments thereto and are deemed to include all subsequent amendments, restatements, supplements, and other modifications thereto, in accordance with (if applicable) the terms of this Agreement; (j) unless otherwise indicated, references to a person include such person's successors and permitted assigns; (k) unless otherwise specified herein, any date specified for action that is not a business day means the first business day after such date; (l) for determining any period of time, "from" means "including and after", "to" means "to but excluding" and "through" means "through and including" and (m) unless otherwise indicated, all times of day refer to Dallas, Texas time.

Exhibit A

Cash Uses Exhibit

- Working Capital.

- Other general corporate purposes; provided; however, that no portion of the proceeds will be distributed to Parent or any affiliates thereof.

- Transaction Expenses.

EXHIBIT B

FORM OF REQUEST FOR DRAW

Date: September 3, 2024

To: CHARLES & POTOMAC CAPITAL, LLC ("**Lender**")

Ladies and Gentlemen:

Reference is made to that certain Secured Note Agreement dated as of September 3, 2024 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "**Note Agreement**") between ONDAS NETWORKS INC., a Texas corporation ("**Borrower**"), and Lender. Capitalized terms used but not defined herein shall have the meaning set forth in the Note Agreement.

Borrower hereby issues this Request for a Draw in the principal amount of $**1,000,000.00**. All amounts Draw hereunder shall be disbursed by Lender directly to the Draw Account.

In connection with the Draw herein requested, and in accordance with Section 1 of the Note Agreement:

1. Attached hereto as Exhibit A is the Flow of Funds Memorandum showing the uses of the Draw requested hereby; Borrower will make no uses of the Draw except as specified in the Flow of Funds Memorandum.

2. The undersigned, the Chief Executive Officer of Borrower, hereby certifies to Lender as of the date hereof, that (i) the payments requested to be made to each recipient on Exhibit A is a proper use of Draw pursuant to the Cash Uses Exhibit, (ii) all conditions precedent set forth in the Note Agreement to the making of the Draw herein requested have been satisfied and not revoked, (iii) each of the representations and warranties made by Borrower in or pursuant to the Loan Documents to which each such Person is a party is, as of the date hereof, and after giving effect to the making of the Draw, accurate in all material respects, (iv) no Default (or event which with notice and/or lapse of time would become a Default) has occurred or is continuing or would exist after giving effect to the requested Draw.

BORROWER:

ONDAS NETWORKS INC., a Texas corporation

By: _____
Name: Eric Brock
Title: Chief Executive Officer

Exhibit C

Flow of Funds Memo

See Attached, which will list the name of each recipient of funds, the amount of the funds to be disbursed to each recipient, the reason for the payment (including supporting documentation) and payment instructions.

EXHIBIT D

SECURED NOTE

$1,500,000.00 September 3, 2024

FOR VALUE RECEIVED, ONDAS NETWORKS INC., a Texas corporation ("**Borrower**") promises to pay to the order of CHARLES & POTOMAC CAPITAL, LLC (or its assignee) ("**Lender**") the principal amount of ONE MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS ($1,500,000.00) or so much thereof as may be outstanding pursuant to that certain Secured Note Agreement dated as of even date herewith (as amended, supplemented or modified from time to time, the "**Note Agreement**") by and between Borrower and Lender, together with Interest on the aggregate principal amount of the Draw outstanding from time-to-time (as defined in the Note Agreement) on or before the Termination Date (as defined in the Note Agreement). Capitalized words and phrases used but not specifically defined herein shall have the respective meanings assigned thereto in the Note Agreement.

This Secured Note (the "**Note**") evidences the Draw pursuant to the Note Agreement and the other Loan Documents, to which reference is hereby made for the rate of interest payable on the outstanding Draw, payments of principal pursuant to the Note and a statement of the terms and conditions under which the amounts drawn pursuant to the Note (and the interest and other amounts due and owning in connection therewith) may be accelerated. The Lender is entitled to all of the benefits and security provided for in the Note Agreement. The Draw pursuant to this Note and other amounts owing in connection therewith shall be paid by the Borrower on the Termination Date or such earlier dates as may be required under the Note Agreement.

The Draw pursuant to the Note made by the Borrower and all payments on account of the principal thereof and interest thereon shall be recorded on the books and records of the Lender and the principal balance as shown on such books and records, or any copy thereof certified by an officer of the Lender, absent manifest error, shall be conclusive of the amount of principal and interest owed hereunder.

Except for such notices as may be required under the terms of the Note Agreement, the Borrower waives presentment, demand, notice, protest, and all other demands, or notices, in connection with the delivery, acceptance, performance, default, or enforcement of this Note, and assents to any extension or postponement of the time of payment or any other indulgence.

This Note shall be governed and construed in accordance with the laws of the State of Texas and shall be binding upon the Borrower and their legal representatives, successors, and assigns. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Note. The provisions of this Note shall be binding upon and shall inure to the benefit of such successors and permitted assigns. The Borrower's successors and permitted assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for Borrower.

IN WITNESS WHEREOF, the Borrower has duly executed this Note as of the date first above written.

BORROWER:

ONDAS NETWORKS INC.,
a Texas corporation

By: _____
Name: Eric Brock
Title: Chief Executive Officer

Exhibit 10.2

SECURITY AGREEMENT

by and among

ONDAS NETWORKS INC.,
a Texas corporation
(Borrower and Obligor)

and

CHARLES & POTOMAC CAPITAL, LLC
(Lender and Secured Party)

Dated as of September 3, 2024

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of September 3, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is entered into by and among ONDAS NETWORKS INC., a Texas corporation ("Borrower" or "Obligor"), and CHARLES & POTOMAC CAPITAL PARTNERS, LLC ("Secured Party").

RECITALS

A. Borrower has entered into (i) that certain Secured Note Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "SNA"), by and between Borrower and Secured Party, and (ii) certain other Loan Documents.

B. Borrower has agreed to secure and guarantee all of the "Loan Obligations" (as such term is defined in the SNA) pursuant to the SNA (collectively, the "Loan Obligations") by granting to Secured Party, for the benefit of Secured Party, a first priority Lien on the Collateral owned by Borrower.

C. Borrower acknowledges that it will derive substantial benefit from the execution and delivery by Borrower of the SNA and the other Loan Documents to which Borrower is or is to be a party and from the transactions contemplated thereby.

D. It is a condition precedent to the making of the extensions of credit contemplated by the SNA that Borrower shall have entered into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein, and to induce the Secured Party to enter into the SNA and to make certain of the advances of credit and other financial accommodations contemplated by the SNA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Secured Party hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings:

"Agreement" has the meaning given in the preamble to this Agreement.

"Assigned Agreement" and "Assigned Agreements" have the respective meanings given in Section 3.1(a).

"Bankruptcy Code" has the meaning given in Section 2.3.2(k).

"Borrower" has the meaning given in the preamble to this Agreement.

"Collateral" has the meaning given in Section 3.1.

"Loan Obligations" has the meaning given in Recital B to this Agreement.

"Obligor" has the meaning given in the preamble to this Agreement.

"Secured Party" has the meaning given in the preamble to this Agreement.

"Securities Laws" has the meaning given in Section 5.3.

"SNA" has the meaning given in Recital A to this Agreement.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Texas; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Texas, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions related to such provisions.

1.2 SNA and UCC Definitions. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the respective meanings provided, directly or by reference, in the SNA. As used in this Agreement, unless otherwise defined in this Agreement, the singular and plural forms of the terms "accession," "account," "cash proceeds," "chattel paper," "collateral," "commercial tort claim," "deposit account," "document" (as used in Section 3.1), "draft," "electronic chattel paper," "equipment," "financial asset," "fixtures," "general intangible," "goods," "health-care-insurance receivable," "instrument," "inventory," "investment property," "letter-of-credit right," "money," "noncash proceeds," "payment intangible," "proceeds," "promissory note," "record," (as used in Section 3.1) "security," "security entitlement," "software," "supporting obligation," "tangible chattel paper" and "writing" have the respective meanings assigned to those terms in the UCC; provided that any such term shall have the meaning assigned to such term in Article 9 of the UCC if such term also is defined differently in another Article of the UCC.

1.3 Rules of Interpretation. Unless otherwise provided herein, the rules of interpretation set forth in Schedule 1 to the SNA shall apply to this Agreement *mutatis mutandis*, including its preamble and recitals.

ARTICLE II

Reserved.

ARTICLE III

GRANT OF SECURITY INTERESTS

3.1 Lien. Obligor, as security for the prompt and complete payment and performance when due of the Loan Obligations, does hereby assign and pledge to Secured Party and does hereby grant to Secured Party a continuing security interest of first priority (subject in priority only to Permitted Liens that are entitled to a higher priority under applicable Law than the Lien of Secured Party hereunder) in, all the rights, title and interest of Obligor in, to and under all of the following property, all wherever located, whether now existing or hereafter from time to time arising or coming into existence, and whether now owned or hereafter from time to time acquired by Obligor (collectively, the "Collateral"):

(a) all contracts and agreements, including the following contracts and agreements, as amended, amended and restated, supplemented or otherwise modified from time to time (individually, an "Assigned Agreement" and collectively, the "Assigned Agreements"), and all of Obligor's rights thereunder:

(i) reserved;

(ii) the insurance policies maintained or required to be maintained by Obligor or any other Person under the Loan Documents, including any such policies insuring against loss of revenues by reason of interruption of the operations of Borrower and all proceeds and other amounts payable to Obligor thereunder;

(iii) all other agreements (including vendor warranties and guaranties and performance bonds, sureties and security) running to Obligor or assigned to Obligor;

(iv) any lease or sublease agreements or easement agreements or licenses owned by Obligor or any part thereof;

(v) any other agreements to which Obligor is or becomes a party;

(vi) all amendments, modifications, restatements, supplements, substitutions and renewals to any of the aforesaid agreements;

(vii) all rights of Obligor to receive moneys due and to become due; and

(viii) each and every guaranty and similar other contract for the benefit of Obligor;

(b) to the fullest extent permitted by Law, all applicable permits;

(c) all rents, profits, income, royalties and revenues derived in any other manner by Obligor;

(d) all fixtures, machinery, tools, substations, lithium-ion batteries, energy storage inverters, transformers, switchgears, any other components, engines, appliances, mechanical and electrical systems, elevators, lighting, alarm systems, fire control systems, furnishings, furniture, service equipment, motor vehicles, building or maintenance equipment, building or maintenance materials, supplies, goods and property covered by any warehouse receipts or bills of lading or other such documents, spare parts, maps, plans, specifications, architectural, engineering, construction or shop drawings, manuals or similar documents, copyrights, patents, trademarks, trade names and other intellectual property of any kind, and any replacements, renewals or substitutions for any of the foregoing;

(e) all goods (including inventory, equipment and any accessions thereto), money, instruments (including promissory notes), securities, security entitlements, other investment property, financial assets, accounts (including health-care-insurance receivables), documents, deposit accounts, chattel paper (whether tangible chattel paper or electronic chattel paper), general intangibles (including payment intangibles and software), letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims and supporting obligations, including the right in the name and on behalf of Obligor to appear in and defend any action or proceeding brought with respect to any part of Obligor's real or personal property and to commence any action or proceeding to protect the interest of Obligor in such Collateral;

(f) all general intangibles, including, to the extent assignable, all inventions, processes, production methods, proprietary, know how owned by Obligor, and all payment and performance bonds or warranties or guarantees owned by Obligor, all rights under and in patents, patent licenses, rights in intellectual property, trademarks, trade names, corporate names, company names, business names,

fictitious business names, trade styles, trade secrets, service marks, logos, other source and business identifiers, trademark registrations and applications for registration used exclusively at or relating exclusively to any part of Obligor's business, all renewals, extensions and continuations-in-part of the items referred to above, any written agreements granting to Obligor any right to use any trademark or trademark registration at or in connection with Obligor's business, and the right of Obligor to sue for past, present and future infringements of the foregoing, and the right in the name and on behalf of Obligor to appear in and defend any action or proceeding brought with respect to any part of Obligor's real or personal property and to commence any action or proceeding to protect the interest of Obligor in such Collateral;

(g) all books, records, writings, design documents, computer programs, printouts and other computer materials and records, data bases, software, information and other property relating to, or used or useful in connection with, Obligor's business;

(h) all accounts in the name of Obligor, including any subaccounts within such accounts;

(i) (i) all possessory rights of Obligor under Section 365(h) of the Bankruptcy Code and any claim for damages due to the rejection of the real property documents or other termination of the real property documents, (ii) all rights of Obligor to treat the real property documents as terminated pursuant to Section 365(h) of the Bankruptcy Code and to offset rents under such real property documents in the event any case, proceeding or other action is commenced by or against the ground lessor under the Bankruptcy Code or any comparable Law, (iii) all rights of Obligor to reject the real property documents under Section 365 of the Bankruptcy Code or any comparable Law with respect to any case, proceeding or other action commenced by or against Obligor under the Bankruptcy Code or comparable federal or state statute or law and (iv) all rights of Obligor to seek an extension of the sixty (60)-day period within which Obligor must accept or reject the real property documents under Section 365 of the Bankruptcy Code or any comparable Law with respect to any case, proceeding or other action commenced by or against Obligor under the Bankruptcy Code or comparable Law;

(j) all proceeds and products of all of the foregoing Collateral, whether cash proceeds or noncash proceeds, including (i) all rights of Obligor to receive moneys due and to become due under or pursuant to the Collateral, (ii) all rights of Obligor to receive return of any premiums for or proceeds of any insurance, indemnity, warranty or guaranty with respect to the Collateral or to receive condemnation proceeds, (iii) all rights of Obligor with respect to claims, rights, powers or privileges of Obligor for damages arising out of or for breach of or default under the Assigned Agreements or any other Collateral, (iv) all rights of Obligor to terminate, amend, supplement, modify or waive performance under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, (v) all rights of Obligor under each such contract or agreement to make determinations, to exercise any election (including the election of remedies) or option or to give or receive any notice, consent, waiver, or approval, together with full power and authority with respect to any contract or agreement to demand, receive, enforce, collect or provide receipt for any of the foregoing rights or any property that is the subject of any of the contracts or agreements, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which may be necessary or advisable in connection with any of the foregoing, (vi) all rights of Obligor to payment for goods or other property sold or leased or services performed by Obligor, (vii) to the extent not included in the foregoing, all proceeds receivable or received when any and all of the foregoing Collateral is sold, collected, exchanged or otherwise disposed of, whether voluntarily or involuntarily, and (viii) any and all additions and accessions to the Collateral, and all proceeds thereof, including proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including all awards, all insurance proceeds, including any unearned premiums or refunds of premiums on any insurance policies covering all or any part of the Collateral and the right to receive and apply the proceeds of any insurance, or of any judgments or settlements made in lieu thereof for damage to or diminution of the Collateral; and

(k) to the extent not otherwise included in the Collateral, all other tangible and intangible personal property and all other assets of Obligor, wherever located and whenever acquired, whether or not of a type which may be subject to a security interest under the UCC.

Notwithstanding the foregoing, all Excluded Property is expressly excepted and excluded from the Collateral and the Lien and terms of this Agreement.

"Excluded Property" means, (a) any fee-owned real property having a fair market value of less than $1,000,000 and any leasehold real property interests, (b) any assets to the extent that the Secured Party may not validly possess a security interest therein under, or such security interest is restricted by, applicable laws or the pledge or creation of a security interest in which would require governmental consent, approval, license or authorization, other than to the extent such prohibition or limitation is rendered ineffective under the UCC or other applicable law notwithstanding such prohibition; (c) leases, licenses or permits or agreements (including with respect to any

purchase money indebtedness, indebtedness related to capital leases or similar arrangements) to the extent that, and so long as, a grant of a security interest therein, or in the property or assets that secure the underlying obligations with respect thereto (i) is prohibited by applicable law other than to the extent such prohibition is rendered ineffective under the UCC or other applicable law notwithstanding such prohibition or (ii) would violate or invalidate such lease, license, permit or agreement, or create a right of termination in favor of, or require the consent of, any other party thereto (other than an Obligor) (in each case, after giving effect to the relevant provisions of the UCC or other applicable laws), in each case, other than the proceeds and receivables thereof, and only to the extent that and for so long as such limitation on such pledge or security interest is otherwise permitted under the Loan Documents; (d) governmental licenses, state or local franchises, charters and authorizations and any other property and assets to the extent that the Secured Party may not validly possess a security interest therein under, or such security interest is restricted by, applicable laws (including, without limitation, rules and regulations of any governmental authority or agency) or the pledge or creation of a security interest in which would require governmental consent, approval, license or authorization; (e) any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law, (f) Excluded Accounts, (g) vehicles and other assets subject to certificates of title or ownership, but only to the extent a Lien therein cannot be perfected by the filing of a UCC financing statement; and (h) assets which the Obligor and Secured Party mutually reasonably determine that the cost, difficulty, burden or consequences of obtaining, perfecting or maintaining a security interest exceeds the practical benefits to the Secured Party.

"Excluded Accounts" means (i) any deposit account used solely for funding payroll, payroll tax, workers' compensation claims, 401(k) benefits, health care benefits, retirement benefits, or other employee benefits, (ii) deposit accounts used solely for withholding taxes, (iii) fiduciary accounts or similar escrow accounts maintained for the benefit of third parties, (iv) zero balance accounts or (v) other accounts in which the aggregate collective balance for all such accounts does not exceed at any time $150,000.

3.2 Delivery of Assigned Agreements. In order to effectuate the foregoing, the Obligor has heretofore made available, or concurrently with the delivery hereof is making available to Secured Party copies of each of the executed material Assigned Agreements and all applicable permits required with respect thereto and in effect as of the date hereof. All certificates, promissory notes and other instruments representing or evidencing any Collateral shall be delivered to and held by or on behalf of, and, in the case of promissory notes, endorsed to the order of, Secured Party or its designee pursuant hereto.

3.3 Continuing Liability under Assigned Agreements. Anything herein contained to the contrary notwithstanding, and except as otherwise permitted under the other Loan Documents, Obligor shall remain liable under each of the Assigned Agreements to which it is a party, to perform all of the obligations undertaken by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and Secured Party shall have no obligation or liability under any of the Assigned Agreements by reason of or arising out of this Agreement, and Secured Party shall not be required or obligated in any manner to perform or fulfill any obligations of Obligor under any of the Assigned Agreements, or to make any payment under any of the Assigned Agreements, or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

3.4 Defaults under Assigned Agreements. If any "event of default" by Obligor under any of the Assigned Agreements to which it is a party shall occur and be continuing (and for the purposes of clarity, after the passage of any grace or cure period specified therein), Secured Party may, at its option (but shall not be obligated to) and without limiting any of Secured Party's rights under any other Loan Document, remedy any such "event of default" by giving prior written notice of such intent to Obligor and to the parties to each Assigned Agreement under which an "event of default" exists. Any curing by Secured Party of an Obligor's default under any of the Assigned Agreements shall not be construed as an assumption by Secured Party of any obligations, covenants or agreements of Obligor under such Assigned Agreements, and Secured Party shall not incur any liability to Obligor or any other Person as a result of any actions undertaken by Secured Party in curing or attempting to cure any such default. This Agreement shall not be deemed to release or to affect in any way the obligations of Obligor under the Assigned Agreements.

3.5 Destruction of Collateral. No injury to, or loss or destruction of, the Collateral or any part thereof shall relieve Obligor of any of its obligations hereunder or under any of the Loan Obligations under the Loan Documents.

3.6 Retention of Certain Rights. So long as Secured Party has not exercised remedies with respect to the Collateral under this Agreement or any other Loan Document upon the occurrence and during the continuation of an Event of Default, Obligor reserves all rights with respect to the Collateral owned by it or in which it has rights (except as limited by the Loan Documents), including all rights to use, apply, modify, dispose of or otherwise deal with the Collateral (in each case except as limited by the Loan Documents).

3.7 Intellectual Property. For the purpose of enabling Secured Party to exercise its rights, remedies, powers and privileges under Article V (*Remedies upon an Event of Default*) at such time or times as Secured Party is lawfully entitled to exercise those rights, remedies, powers and privileges, and for no other purpose, Obligor hereby grants to Secured Party, to the extent assignable or licensable in a manner consistent with this Agreement and without payment of any royalty or compensation, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Obligor) to use, assign, license or sublicense any of the intellectual property of Obligor, together with reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of those items.

3.8 Commercial Tort Claims. Obligor agrees that, if it shall acquire any interest in any commercial tort claim (whether from another Person or because such commercial tort claim shall have come into existence), (a) Obligor shall, promptly upon such acquisition, deliver to Secured Party, in each case in form and substance reasonably satisfactory to Secured Party, a notice of the existence and nature of such commercial tort claim containing a reasonably specific description of such commercial tort claim, certified by Obligor as true and correct, (b) the provisions of this Article III (*Grant of Security Interests*) shall apply to such commercial tort claim (and Obligor authorizes Secured Party to supplement this Agreement with a description of such commercial tort claim if Obligor fails to deliver the notice described in clause (a)), and (c) Obligor shall execute and deliver to Secured Party, in each case in form and substance reasonably satisfactory to Secured Party, any certificate, agreement or other document, and take all other action, determined by Secured Party to be reasonably necessary or appropriate for Secured Party to obtain a first-priority (subject in priority only to Permitted Liens that are entitled to a higher priority under applicable Law than the Lien of Secured Party hereunder), perfected security interest in such commercial tort claim.

ARTICLE IV

OBLIGATIONS SECURED

Without limiting the generality of the foregoing, this Agreement and all of the Collateral secure the payment and performance when due of all Loan Obligations.

ARTICLE V

REMEDIES UPON AN EVENT OF DEFAULT

5.1 Remedies Upon Event of Default. Upon the occurrence and during the continuation of an Event of Default, Secured Party shall have the right, but not the obligation, to do any of the following:

(a) by notice to Borrower, declare any amounts payable by Borrower under the SNA to be due and payable immediately and thereupon the same shall become immediately due and payable upon such notice to Borrower but without presentment, demand, notice of dishonor, protest or further notice of any kind, all of which are expressly waived by Borrower, anything contained herein to the contrary notwithstanding (provided that, if such Event of Default occurs under Section 7(a)(iv) of the SNA with respect to any Loan Party, all such amounts shall become automatically due and payable);

(b) proceed to protect and enforce the rights vested in it by this Agreement and to enforce its rights hereunder by such appropriate judicial proceedings as it shall deem most effective to protect and enforce any of such rights, either at law or in equity or otherwise, whether for specific enforcement of any covenant or agreement contained in any of the Assigned Agreements (including specific performance of any covenant or agreement contained therein), or in aid of the exercise of any power therein or herein granted, or for

any foreclosure hereunder and sale under a judgment or decree in any judicial proceeding, or to enforce any other legal or equitable right vested in it by this Agreement or by law and under the UCC;

(c) cause all revenues hereby included as Collateral and all other moneys and other property included as Collateral hereunder to be paid or delivered directly to it, and demand, sue for, collect and receive any such moneys and property;

(d) cause any action at law or suit in equity or other proceeding to be instituted and prosecuted to collect or enforce any obligation or right hereunder or included in the Collateral, including specific enforcement of any covenant or agreement contained herein or in any Assigned Agreement, or to foreclose or enforce the security interest in all or any part of the Collateral granted herein, or to enforce any other legal or equitable right vested in it by this Agreement or by applicable Law;

(e) foreclose or enforce any other agreement or other instrument by or under or pursuant to which the Loan Obligations are issued or secured;

(f) incur expenses, including attorneys' fees, consultants' fees and other costs, appropriate to the exercise of any right or power of Secured Party under this Agreement;

(g) perform any obligation of Obligor hereunder or under any other Loan Document to which Obligor is a party or any Assigned Agreement, make payments, submit drawing certificates under any letter of credit included in the Collateral, purchase, contest or compromise any encumbrance, charge or other Lien on any of the Collateral, pay taxes and expenses relating to the Collateral, and insure, process and preserve the Collateral, without, in each case, any obligation to do so;

(h) in connection with any acceleration or foreclosure under the Loan Documents, take possession of the Collateral and of any and all books of account and records of Obligor relating to any of the Collateral and render it usable and repair and renovate the same without, however, any obligation to do so, and enter upon, or authorize its designated agent to enter upon, any location where any of the Collateral may be located for that purpose, and Secured Party and its representatives are hereby granted an irrevocable license to enter upon such premises for such purpose, control, manage, operate, rent and lease the Collateral, collect all rents and income from the Collateral and apply the same to reimburse Secured Party for any cost or expenses reasonably incurred hereunder or under any of the other Loan Documents and to the payment or performance of Borrower's Loan Obligations or obligations hereunder or under any of the other Loan Documents to which Obligor is a party, including applying the balance to the Loans and other Loan Obligations of Borrower as provided for in the SNA and any remaining excess balance to whomsoever is legally entitled thereto;

(i) make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and extend the time of payment, arrange for payment installments, or otherwise modify the terms, of any Collateral;

(j) secure the appointment of a receiver of the Collateral or any part thereof, whether incidental to a proposed sale of the Collateral or otherwise, and all disbursements made by such receiver and the expenses of such receivership shall be added to and be made a part of the Loan Obligations, and, whether or not the sum of such disbursements and expenses plus the other Loan Obligations exceeds the indebtedness originally intended to be secured hereby, the entire amount of said sum, including such disbursements and expenses, shall be secured by this Agreement, and reimbursement by Obligor of such disbursements and expenses shall be due and payable upon demand therefor and thereafter shall bear interest, until paid, at the Default Rate or the maximum rate permitted by applicable Law, whichever is less;

(k) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for, the Collateral or any part thereof;

(l) transfer the Collateral or any part thereof to the name of Secured Party or to the name of Secured Party's nominee;

(m) take possession of and endorse in the name of Obligor or in the name of Secured Party, for the account of Obligor, any bills of exchange, checks, drafts, money orders, notes or any other chattel paper, documents or instruments constituting all or any part of the Collateral or received as interest, rent or other payment on or on account of the Collateral or any part thereof or on account of its sale or lease;

(n) appoint another Person (who may be an employee, officer or other representative of Secured Party) to do any of the foregoing, or take any other action permitted hereunder, as agent for or representative of, and on behalf of, Secured Party;

(o) execute (in the name, place and stead of Obligor) endorsements, assignments and other instruments of conveyance or transfer with respect to all or any of the Collateral;

(p) require Obligor to assemble the Collateral or any part thereof and to make the same (to the extent the same is moveable) available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to Obligor and Secured Party;

(q) make formal application for the transfer of all of any applicable Obligor's permits, licenses and approvals included in the Collateral and relating to Obligor's business to Secured Party, to any assignee of Secured Party or to any purchaser of any of the Collateral to the extent the same are assignable in accordance with their terms and applicable Law;

(r) sell or otherwise dispose of any or all of the Collateral, or cause all or any part of the Collateral to be sold or otherwise disposed of, in one or more sales or transactions, at such prices as Secured Party may deem commercially reasonable, and for cash or on credit or for future delivery, without assumption of any credit risk, at any broker's board or at public or private sale, without demand of performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute and cannot be waived, in which case such notice shall be in accordance with the provisions hereof to the extent permitted by applicable Law), it being agreed that Secured Party may be a purchaser on its own behalf at any such sale and that Secured Party or any other Person who may be a bona fide purchaser for value of any or all of the Collateral so sold without notice of any claims shall thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity of redemption, of Obligor, any such right and equity being hereby expressly waived and released to the extent permitted by applicable Law;

(s) require Obligor to take any actions that are necessary or appropriate to preserve the value of the Collateral and the validity, perfection or priority of the Liens granted by this Agreement in any portion of the Collateral, or to take any other action which Secured Party determines is necessary or desirable to protect or realize upon its security interest in the Collateral or any part thereof, and Obligor hereby irrevocably appoints Secured Party as Obligor's attorney-in-fact (as set forth in Section 7.2 (*Attorney-In-Fact*)) to take any such action, including the execution and delivery of any and all documents or instruments related to the Collateral or any part thereof in Obligor's name, and said appointment shall create in Secured Party a power coupled with an interest which shall be irrevocable; or

(t) exercise any other or additional rights or remedies granted to Secured Party under any other provision of this Agreement or any other Loan Document, or exercisable by a secured party under the UCC or under any other applicable Law.

5.2 Minimum Notice Period. If, pursuant to applicable Law, prior notice of any action described in Section 5.1 (*Remedies Upon Event of Default*) is required to be given to Obligor, Obligor hereby acknowledges that the minimum time required by such applicable Law, or, if no minimum time is specified, ten (10) business days, shall be deemed a reasonable notice period.

5.3 Sale of Collateral. In addition to exercising the foregoing rights, upon the occurrence and during the continuation of an Event of Default, Secured Party may, to the extent permitted by applicable Law, arrange for and conduct the sale of the Collateral at a public or private sale (as Secured Party may elect) which sale may be conducted by an employee or representative of Secured Party, and any such sale shall be considered or deemed to be a sale made in a commercially reasonable manner. With respect to any public sales, Secured Party agrees to provide at least ten (10) business days' prior written notice to Obligor specifying the time and place of any public sale or the time after which any private sale is to be made and Obligor agrees that such ten (10) business days' notice shall constitute reasonable notification (unless a longer notice period shall be required by applicable Law). Secured Party may release, temporarily or otherwise, to an Obligor any item of Collateral of which Secured Party has taken possession pursuant to any right granted to Secured Party by this Agreement without waiving any rights granted to Secured Party under this Agreement, the SNA, the other Loan Documents, or any other agreement related hereto or thereto. Obligor hereby waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require, upon foreclosure, sales of assets in a particular order. Each successor and assign of the Obligor,

including a holder of a Lien subordinate to the Lien created hereby (without implying that Obligor has, except as expressly provided in the Loan Documents, a right to grant an interest in, or a subordinate Lien on, any of the Collateral), except as otherwise agreed between such successor or assign of Obligor and Secured Party, by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, to the same extent as if such holder gave the waiver itself. If Secured Party sells any of the Collateral upon credit, the Obligor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral, and Obligor shall be credited with the proceeds of the sale. To the extent permitted by applicable Law, in the event Secured Party shall bid at any foreclosure or trustee's sale or at any private sale permitted by Law or this Agreement or any other Loan Document, Secured Party may bid all or less than the amount of the Loan Obligations. To the extent permitted by applicable Law, the amount of the successful bid at any such sale, whether Secured Party or any other party is the successful bidder, shall, absent fraud or gross negligence, be conclusively deemed to be the fair market value of the Collateral and the difference between such bid amount and the remaining balance of the Loan Obligations shall be conclusively deemed to be the amount of the Loan Obligations. Obligor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws (collectively, the "Securities Laws"), Secured Party may be compelled, with respect to any sale of all or any part of the Collateral constituting "securities", however defined in the Securities Laws, to limit purchasers to those who will agree, among other things, to acquire such Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Obligor acknowledges that any such private sales may be at prices and on terms less favorable to Secured Party than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Secured Party shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the issuer thereof to register it for public sale.

5.4 Costs and Expenses. All reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by Secured Party in connection with any actions taken under Article V (*Remedies upon an Event of Default*) shall constitute Loan Obligations secured by this Agreement and shall be paid by the Obligor to Secured Party within five (5) business days after demand.

5.5 Actions Taken by Secured Party. Any action or proceeding to enforce this Agreement or any Assigned Agreement may be taken by Secured Party either in an Obligor's name or in Secured Party's name, as Secured Party may determine is necessary.

5.6 Private Sales. Secured Party shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Article V (*Remedies upon an Event of Default*) conducted in a commercially reasonable manner and in accordance with the requirements of applicable Law. Obligor hereby waives any claims against Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Loan Obligations, even if Secured Party accepts the first offer received and does not offer the Collateral to more than one offeree, if that private sale is conducted in a commercially reasonable manner and in accordance with applicable Law.

5.7 Waiver of Rights and Remedies Under Applicable Law. In exercising its right to take possession of the Collateral upon the occurrence and during the continuation of an Event of Default, Secured Party, personally or by its agents or attorneys, and subject to the rights of any tenant under any lease or sublease of the Collateral, to the fullest extent permitted by Law, may enter upon any land owned or leased by Obligor without being guilty of trespass or any wrongdoing, and without liability to Obligor for damages thereby occasioned.

5.8 Compliance With Limitations and Restrictions. Obligor hereby agrees that, in respect of any sale of any of the Collateral pursuant to the terms hereof, Secured Party is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable Law, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and Obligor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall Secured Party be liable or accountable to Obligor for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

5.9 No Impairment of Remedies. If, in the exercise of any of its rights and remedies under this Agreement, Secured Party shall forfeit any of its rights or remedies, whether because of any applicable Law pertaining to "election of remedies" or otherwise, Obligor hereby consents to such action by Secured party and, to the extent permitted by applicable Law, waives any claim based upon such action, even if such action by Secured Party shall result in a full or partial loss of any rights of subrogation, indemnification or reimbursement

which Obligor might otherwise have had but for such action by Secured Party or the terms herein. Any election of remedies which results in the denial or impairment of the right of Secured Party to seek a deficiency judgment against Obligor shall not, to the extent permitted by applicable Law, impair Obligor's obligation hereunder.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES; COVENANTS

6.1 Representations and Warranties of Obligor. Obligor represents and warrants as of the date hereof and as of the date of each Draw to Secured Party as follows:

(a) The legal name, type of organization, jurisdiction of organization, organizational identification number and the mailing address of Obligor as of the date hereof are correctly set forth in Exhibit A. Obligor has not changed its location (as defined in Section 9-307 of the UCC) or become a "new debtor" (as defined in Section 9-102(a)(56) of the UCC) with respect to a currently effective security agreement previously entered into by any other Person except with respect to Permitted Liens.

(b) Except as specified in Exhibit A, Obligor has not (i) within the period of four (4) months prior to the date hereof, changed its "location" (as defined in Section 9-307 of the UCC), or (ii) heretofore changed its name or jurisdiction of formation within the past five (5) years.

(c) Obligor has not executed, and has no knowledge of, any effective financing statement, security agreement or other instrument similar in effect covering all or any part of the Collateral on file in any recording office, except such as may have been filed pursuant to this Agreement and the other Loan Documents. The security interest in the Collateral granted to Secured Party under this Agreement constitutes as to personal property included in the Collateral, and, with respect to subsequently acquired personal property included in the Collateral, will constitute, a perfected and first priority (subject in priority only to Permitted Liens that are entitled to a higher priority under applicable Law than the Lien of Secured Party hereunder) security interest after the proper filing of the applicable UCC financing statement listed for Obligor to the extent a security interest in such personal property may be perfected by the filing of such financing statement.

(d) All of the material equipment and material inventory of Obligor, if any, (other than material equipment in transit, in the possession of third parties in the ordinary course of business or at another location being serviced or repaired) is in its exclusive possession and control and located at the address of Obligor set forth in Exhibit A.

(e) Reserved.

(f) Each representation and warranty of Obligor set forth under the Loan Documents to which it is a party is true and correct as of the date hereof (or if such representation and warranty relates solely as of an earlier date, as of such earlier date).

6.2 Covenants.

(a) Upon the occurrence and during the continuation of any Event of Default, at Secured Party's request, an Obligor shall promptly deliver to Secured Party, or provide to Secured Party access to, copies (or, where requested by Secured Party, and where available, originals) of any and all books and records relating to the Collateral.

(b) Upon the occurrence and during the continuation of any Event of Default, at Secured Party's request, any action or proceeding to enforce any Assigned Agreement in respect of an Obligor may be taken by Secured Party either in Obligor's name or in Secured Party's name, as Secured Party may deem necessary.

(c) Except to the extent the failure to so comply could not reasonably be expected to result in a Material Adverse Effect,Obligor shall perform and comply with all obligations and conditions on its part to be performed hereunder, under the other Loan Documents to which it is a party and under each of the Assigned Agreements to which it is a party.

(d) Without the prior written consent of Secured Party (such consent not to be unreasonably withheld, conditioned or delayed), no Obligor will file or authorize to be filed in any jurisdiction with respect to the Collateral any financing statements under the UCC or any like statement in which Secured Party is not named as the sole secured party, other than in respect of any Permitted Liens.

(e) No Obligor shall, directly or indirectly, create, incur, assume or suffer to exist any Liens on or with respect to any part of the Collateral (other than Permitted Liens). Obligor will, at its own cost and expense, promptly take such action as may be necessary to discharge any such Liens that are not Permitted Liens.

(f) Except as otherwise permitted under the SNA, no Obligor will make any assignment of its rights under the Assigned Agreements other than any assignment pursuant to this Agreement or any other Loan Document.

(g) [Intentionally omitted].

(h) Reserved.

(i) Obligor will, prior to the Termination Date, defend its title to the Collateral and the interest of Secured Party in the Collateral against any claim or demand of any Persons.

(j) If Borrower receives any income or distribution of money or property of any kind in violation of this Agreement, Borrower shall hold such income or distribution as trustee for, and shall promptly deliver the same to, Secured Party.

(k) Without the prior written consent of Secured Party, or as otherwise permitted by the Loan Documents to which it is a party, no Obligor shall terminate, modify or amend any Assigned Agreement to which it is a party in a manner materially adverse to Secured Party.

(l) To the extent not provided by an Obligor pursuant to any Loan Document to which it is a party, Obligor shall give to Secured Party prompt notice of (i) each material demand or material notice received or given by Obligor relating to any material Assigned Agreement to which it is a party, and (ii) any default or event which, with the giving of notice or the passage of time or both, might reasonably be expected to become a default under any Assigned Agreement to which it is a party, whether by Obligor or any other Person, and of which Obligor has knowledge or has received notice, to the extent such default or event could reasonably be expected to result in a Material Adverse Effect.

ARTICLE VII

MISCELLANEOUS

7.1 Remedies Cumulative; Delay Not Waiver.

7.1.1 Remedies Cumulative. No right, power or remedy herein conferred upon or reserved to Secured Party hereunder is intended to be exclusive of any other right, power or remedy, and every such right, power and remedy shall, to the extent permitted by applicable Law, be cumulative and in addition to every other right, power and remedy given hereunder or under any other Loan Document or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. Resort to any or all security now or hereafter held by Secured Party may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken nonjudicial proceedings, or both. If Secured Party may, under applicable Law, proceed to realize its benefits under this Agreement or any other Loan Document giving Secured Party a Lien upon any Collateral, whether owned by Obligor or by any other Person, either by judicial foreclosure or by non-judicial sale or enforcement, Secured Party may, at its sole option, determine which of its remedies or rights it may pursue without affecting any of the rights and remedies of Secured Party under this Agreement.

7.1.2 Delay Not Waiver; Separate Causes of Action. No delay in exercising, and no omission to exercise, any right, power or remedy accruing to Secured Party upon the occurrence and during the continuation of any Event of Default shall impair any such right, power or remedy of Secured Party, nor shall it be construed to be a waiver of any such Event of Default, or an acquiescence therein, or of or in any other breach or default thereafter occurring, and no waiver of any other breach or default under this Agreement or any other Loan Document shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of Secured Party of any breach or default under this Agreement, or any waiver on the part of Secured Party of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. Each and every default by Obligor in payment or performance hereunder shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises. Every power and remedy given by this Agreement may be exercised from time to time, and as often as shall be deemed expedient or appropriate, by Secured Party upon the occurrence and during the continuation of an Event of Default.

7.2 Attorney-In-Fact. Obligor hereby constitutes and appoints Secured Party, acting for and on behalf of itself and each successor or assign of Secured Party, as the true and lawful attorney-in-fact of Obligor, with full power and authority in the place and stead of Obligor and in the name of Obligor, Secured Party or otherwise, subject to the terms of the SNA and the other Loan Documents, to enforce all rights, interests and remedies of Obligor with respect to the Collateral following the occurrence and during the continuation of an Event of Default, including the right:

(a) to ask, require, demand, receive and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Assigned Agreements or any of the other Collateral, including any insurance policies;

(b) to elect remedies thereunder and to endorse any checks or other instruments or orders in connection therewith;

(c) to file any claims or take any action or institute any proceedings in connection therewith which Secured Party may determine, in its sole discretion, to be necessary or advisable;

(d) to pay, settle or compromise all bills and claims which may be or become Liens against any or all of the Collateral, or any part thereof, unless a bond or other security reasonably satisfactory to Secured Party has been provided;

(e) to vote, demand, receive and enforce Obligor's rights with respect to the Collateral;

(f) to do any and every act which Obligor might do on its behalf with respect to the Collateral or any part thereof and to exercise any or all of Obligor's rights and remedies under any or all of the Assigned Agreements;

(g) to preserve the validity, perfection and priority of the Liens granted to Secured Party by this Agreement or under any other Loan Documents;

(h) to, in the name of Obligor or its own name, or otherwise, take possession of, receive and endorse and collect any check, account, chattel paper, draft, note, acceptance or other instrument for the payment of moneys due under any account or general intangible included in the Collateral;

(i) to execute, in connection with any sale or disposition of the Collateral under Article V (*Remedies upon an Event of Default*), any endorsements, assignments, bills of sale or other instruments of conveyance or transfer with respect to all or any part of the Collateral;

(j) to give appropriate receipts, releases and satisfactions for and on behalf of and in the name of Obligor or, at the option of Secured Party, in the name of Secured Party, with the same force and effect as Obligor could do if this Agreement had not been made; and

(k) upon foreclosure and to the extent provided herein or in any other Loan Document to which Obligor is a party, to do any and every act which Obligor may do on its behalf with respect to the Collateral or any part thereof and to exercise any or all of Obligor's rights and remedies under any or all of the Assigned Agreements;

provided, however, that Secured Party shall not exercise any of the aforementioned rights unless an Event of Default has occurred and is continuing; provided, further, however, that nothing in this Agreement shall prevent Obligor from, prior to the exercise by Secured Party of any of the aforementioned rights or remedies, undertaking Obligor's operations subject to the terms of the Collateral Documents and the Loan Documents. Pursuant to such power of attorney, if an Event of Default has occurred and is continuing, Secured Party may, itself perform, or cause the performance of, any obligations of Obligor, and the expenses of Secured Party incurred in connection therewith shall be payable by Obligor hereunder. This power of attorney is a power coupled with an interest and shall be irrevocable until the Termination Date. Obligor hereby approves, ratifies and confirms each lawful act and deed of or for Secured Party done or to be done pursuant to, and in accordance with, this appointment and applicable Law as the authorized act and deed of Obligor.

7.3 Perfection; Further Assurances; Certain Waivers.

7.3.1 Perfection.

(a) Concurrently with the execution of this Agreement, Obligor shall, to the extent that "control" (within the meaning of the applicable UCC) is required to afford Secured Party a first priority security interest in any Collateral, deliver to Secured Party all certificates or instruments evidencing such Collateral, and Secured Party shall have sole possession and control of such certificates and instruments until the Termination Date. All such certificates or instruments shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably acceptable to Secured Party. Secured Party shall have the right, at any time in its discretion and without prior notice to an Obligor, following the occurrence and during the continuation of an Event of Default, to transfer to, or to register in the name of, Secured Party or any of its nominees any or all of the Collateral and to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations; provided, however, that once such Event of Default has been waived pursuant to the terms of the SNA or has been cured or remedied or otherwise is no longer continuing, Secured Party will transfer to, or register in the name of, or cause its nominees to transfer to, or register in the name of, Obligor all such Collateral.

(b) Obligor agrees that from time to time, at the expense of Obligor, Obligor shall promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary, or that Secured Party may reasonably request, in order to perfect, to ensure the continued perfection of, and to protect, the assignment and first-priority (subject in priority only to Permitted Liens that are entitled to a higher priority under applicable Law than the Lien of Secured Party hereunder) security interest granted or intended to be granted hereby in respect of Obligor or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Obligor shall: (i) deliver the Collateral or any part thereof to Secured Party, as Secured Party may reasonably request, or, if any Collateral shall be evidenced by a promissory note or other instrument, and "control" (within the meaning of the applicable UCC) of such promissory note or other instrument is required to afford Secured Party a first priority perfected security interest in any Collateral, deliver and pledge to Secured Party such promissory note or other instrument duly endorsed (without recourse) and accompanied by such duly executed instruments of transfer or assignment, in form and substance reasonably satisfactory to Secured Party, as Secured Party may reasonably request; (ii) authorize, execute and file such financing statements or continuation statements, or amendments thereto, and such other instruments, endorsements or notices, as may be reasonably necessary or desirable, or as Secured Party may reasonably request or as required by applicable Law, in order to perfect and preserve the assignments and security interests granted or purported to be granted hereby; and (iii) if Obligor shall at any time acquire a commercial tort claim, as defined in the UCC, Obligor shall comply with Section 3.8 (*Commercial Tort Claims*).

(c) With respect to any deposit accounts and securities accounts (each as defined in the UCC) included in the Collateral, any applicable Obligor shall execute control agreements in form reasonably acceptable to Secured Party in order to perfect and protect the security interest in such Collateral.

7.3.2 Filing of Financing and Continuation Statements. Obligor hereby authorizes the filing of any financing statements or continuation statements, and amendments to financing statements, or any similar document in any jurisdictions and with any filing offices as Secured Party may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to Secured Party herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or

description of the Collateral that describes such property in any other manner as Secured Party may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to Secured Party herein, including describing such property as "all assets" or "all personal property", whether now owned or hereafter acquired and wherever located. Notwithstanding anything to the contrary contained herein, Secured Party shall have no responsibility for the preparing, recording, filing, re-recording, or re-filing of any financing statement, continuation statement or other instrument in any public office.

7.3.3 Information Concerning Collateral. Obligor shall promptly upon request by Secured Party, and at the expense of Obligor, provide to Secured Party all information and evidence it may reasonably request concerning the Collateral to enable Secured Party to enforce the provisions of this Agreement.

7.3.4 Waiver.

(a) Obligor hereby waives, to the maximum extent permitted by applicable Law: (i) all rights under any law limiting remedies, including recovery of any deficiency, under an obligation secured by a mortgage or deed of trust on real property if the real property is sold under a power of sale contained in such mortgage or deed of trust, and all defenses based on any loss whether as a result of any such sale or otherwise; (ii) all rights under any law to require Secured Party to pursue any Person other than Obligor, any security which Secured Party may hold, or any other remedy before proceeding against Obligor; (iii) all rights to require Secured Party to give any notices of any kind, including, without limitation, notices of nonpayment, nonperformance, protest, dishonor, default, delinquency or acceleration, or to make any presentments, demands or protests, except as set forth herein or as expressly provided in the SNA or other Loan Documents; (iv) all rights to assert the bankruptcy or insolvency of Obligor as a defense hereunder or as the basis for rescission hereof; (v) subject to Section 7.6 (*Limitation on Duty of Secured Party with Respect to the Collateral*), all rights under any law purporting to reduce Obligor's obligations hereunder if the Loan Obligations are reduced (other than as a result of payment of such Loan Obligations); (vi) all defenses based on the disability or lack of authority of Obligor or any other Person, the repudiation of the Loan Documents by Obligor or any other Person, the failure by Secured Party to enforce any claim against Obligor, or the unenforceability in whole or in part of any Loan Documents; (vii) all defenses based on any change in the time, manner or place of payment of, or in any other term of the Loan Obligations, or any release, amendment or waiver of, or consent under, or departure from, or settlement or adjustment of, any Loan Obligations; (viii) any exchange, release or non-perfection of any Lien on any Collateral or collateral under the SNA; and (ix) all suretyship and guarantor's defenses generally. Obligor further agrees that, upon the occurrence and during the continuation of an Event of Default, Secured Party may elect to foreclose, nonjudicially or judicially, against any real or personal property security it holds for the Loan Obligations or any part thereof, or to exercise any other remedy against Obligor, any security or any other guarantor, even if the effect of that action is to deprive Obligor or any other guarantor of the right to collect reimbursement from Obligor or any other guarantor, as applicable, for any sums paid by Obligor or any other guarantor to Secured Party. Obligor agrees not to exercise prior to the Termination Date any rights of reimbursement or subrogation, or any rights to participate in any security held by Secured Party, which may arise on account of any payment made by Obligor in accordance with the provisions of this Agreement.

(b) Obligor, to the maximum extent permitted by applicable Law, hereby agrees that it will not in bad faith invoke, claim or assert the benefit of any rule of law or statute now or hereafter in effect (including, without limitation, any right to prior notice or judicial hearing in connection with Secured Party's possession, custody or disposition of any Collateral or any appraisal, valuation, stay, extension, moratorium or redemption law), or in bad faith take or omit to take any other action, that would or could reasonably be expected to have the effect of delaying, impeding or preventing the exercise of any rights and remedies in respect of the Collateral, the absolute sale of any of the Collateral or the possession thereof by any purchaser at any sale thereof, and further agrees that it will not in bad faith hinder, delay or impede the execution of any power granted hereunder to Secured Party.

7.4 Continuing Assignment and Security Interest; Transfer of Notes. This Agreement shall create a continuing pledge and assignment of, and a continuing security interest in, the Collateral and shall: (a) remain in full force and effect until the Termination Date; (b) be binding upon Obligor and its successors and assigns; and (c) inure, together with the rights and remedies of Secured Party, to the benefit of Secured Party and its successors and assigns. Without limiting the generality of the foregoing clause (c), any of the Secured Parties may assign or otherwise transfer the notes or other evidence of indebtedness included in the Loan Obligations and held by them to

any other Person to the extent permitted by and in accordance with the SNA, and such other Person shall thereupon become vested with all or an appropriate part of the benefits in respect thereof granted to the Secured Parties herein or otherwise. The release of the security interest in any or all of the Collateral, the taking or acceptance of additional security, or the resort by Secured Party to any security it may have in any order it may deem appropriate, shall not affect the liability of any Person on the indebtedness secured hereby, except to the extent of the payment or other satisfaction of that indebtedness. If this Agreement shall be terminated or revoked by operation of law, Obligor will indemnify and hold harmless Secured Party from any cost or expense which may be suffered or incurred by Secured Party in reasonably acting hereunder prior to the receipt by Secured Party or its successors, transferees or assigns of notice of such termination or revocation.

7.5 Termination of Security Interest. Upon the Termination Date, this Agreement and the security interest and all other rights granted hereby shall automatically terminate and all rights to the Collateral shall revert to each respective Obligor granting such rights to the Collateral hereunder. Upon any such termination, Secured Party shall, at the respective Obligor's expense and upon written direction of Obligor, execute and, subject to Section 7.9 (*Reinstatement*), deliver to Obligor such documents (including UCC-3 termination statements) as Obligor shall reasonably request to evidence such termination, to release all Liens on the Collateral and to return the Collateral to Obligor.

7.6 Limitation on Duty of Secured Party with Respect to the Collateral.

(a) The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty on Secured Party to exercise any such powers. Except for the safe custody of any Collateral in its possession, the accounting for monies actually received by it hereunder and any duty expressly imposed on Secured Party by applicable Law with respect to any Collateral that has not been waived hereunder, Secured Party shall have no duty with respect to any Collateral and no implied duties or obligations shall be read into this Agreement against Secured Party. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment that is substantially equivalent to that which Secured Party accords its own similar property, it being expressly agreed, to the maximum extent permitted by applicable Law, that Secured Party shall have no responsibility for (i) taking any necessary steps to preserve rights against any parties with respect to any Collateral or (ii) taking any action to protect against any diminution in value of the Collateral, but, in each case, Secured Party may do so and all expenses reasonably incurred in connection therewith shall be part of the Loan Obligations. In no event shall Secured Party be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profits) irrespective of whether Secured Party has been advised of the likelihood of such loss or damage and regardless of the form of action.

(b) Notwithstanding anything herein to the contrary, Secured Party shall be afforded all of the rights, protections, powers, immunities and indemnities of Secured Party set forth in the Loan Documents, as if such rights, protections, powers, immunities and indemnities were specifically set forth herein. Obligor hereby acknowledges the appointment of Secured Party pursuant to the SNA. The rights, privileges, protections and benefits given to Secured Party, including its right to be indemnified, are extended to, and shall be enforceable by, Secured Party in its capacity hereunder, and to each agent, custodian and other Person employed by Secured Party in accordance herewith to act hereunder.

(c) Without limiting the generality of any other term or provision herein, Obligor acknowledges that the rights and responsibilities of Secured Party under this Agreement with respect to any action taken by Secured Party or the exercise or non-exercise by Secured Party of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall be governed by the SNA.

7.7 Amendments; Waivers; Consents. This Agreement may be amended, modified or supplemented only by a writing signed by Borrower and Secured Party. Any waiver or consent shall be effective only in the specific instance and for the specified purpose for which given. A waiver or consent shall be effective only if it is in writing and signed by the party giving the waiver or consent.

7.8 Notices. Unless otherwise specifically herein provided, all notices required or permitted under the terms and provisions hereof shall be in writing and any such notice shall be effective if given in accordance with the provisions of Section 11(j) (*Notices*) of the SNA, except that notices to the Obligor may be given to Obligor at the mailing address for Obligor set forth in Exhibit A hereto or to such other address as Obligor may from time to time specify in writing to Borrower and Secured Party pursuant to Section 11(j) of the SNA.

7.9 Reinstatement. This Agreement and the obligations of Obligor hereunder shall automatically be reinstated if and to the extent that for any reason any payment made pursuant to this Agreement is rescinded or must otherwise be restored or returned, whether as a result of any proceedings in bankruptcy or reorganization or otherwise with respect to Obligor or any other Person or as a result of any settlement or compromise with any Person (including Obligor) in respect of such payment, and Obligor shall pay Secured Party on demand all of its costs and expenses (including reasonable fees of counsel) incurred by Secured Party in connection with such rescission or restoration.

7.10 Application of Proceeds. Upon the occurrence and during the continuation of an Event of Default, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied in accordance with Section 7(b) (*Remedies*) of SNA. If the proceeds of, or other realization upon, the Collateral by virtue of the exercise of remedies under Article V are insufficient to cover the costs and expenses of such exercise and the payment in full of the Loan Obligations, the Obligor shall remain liable for any deficiency.

7.11 Secured Party May Perform. Upon the occurrence and during the continuation of an Event of Default, if Obligor fails to perform any agreement contained herein to be performed by Obligor, then Secured Party may itself perform, or cause performance of, such agreement, and the expenses Secured Party incurred in connection therewith shall be part of the Loan Obligations.

7.12 Expenses. Obligor agrees to pay to Secured Party, within five (5) business days after demand, all reasonable costs and expenses incurred by Secured Party (including fees and disbursements of counsel) incident to Secured Party's enforcement, exercise, protection or preservation of any of its rights, remedies or claims under this Agreement. Such costs and expenses shall constitute Loan Obligations and be secured by this Agreement and the Liens of the Loan Documents.

7.13 Interest. Any amount required to be paid by Obligor pursuant to the terms hereof that is not paid when due shall bear interest as provided in Section 3(d) *(Interest*) of the SNA.

7.14 Severability. If any provision of this Agreement or any other Loan Document is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision. The invalidity of a provision of this Agreement or any other Loan Document in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.15 Survival of Provisions. All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and the SNA and the making of the Loans and other extensions of credit thereunder. Notwithstanding anything in this Agreement or implied by law to the contrary, the agreements of Obligor set forth herein shall terminate only upon the Termination Date.

7.16 Successors; Assignment. This Agreement shall inure to the benefit of the successors or assigns of Secured Party who shall have, to the extent of their interest, the rights of the Secured Party hereunder. This Agreement is binding upon Obligor and its successors and assigns. No Obligor may assign, delegate or otherwise transfer its rights or obligations hereunder to any other Person without the prior written consent of Secured Party, and Secured Party may not assign its rights or obligations hereunder in contravention of the SNA. Any purported assignment in violation of this provision shall be void. Any entity or association into which Secured Party may be merged or converted or with which it may be consolidated, or any entity or association resulting from any merger, conversion or consolidation to which Secured Party shall be a party, or any entity or association to which all or substantially all of the corporate trust business of Secured Party may be sold or otherwise transferred, shall be the successor secured party hereunder without any further act.

7.17 Headings Descriptive. Article and section headings have been inserted in this Agreement as a matter of convenience for reference only, and it is agreed that such article and section headings are not a part of this Agreement and shall not be used in the interpretation of any provision of this Agreement.

7.18 Entire Agreement. This Agreement and the other Loan Documents are intended by the parties as a final expression of their agreement and are intended as a complete and exclusive statement of the terms and conditions thereof.

7.19 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same document. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

7.20 Governing Law. THIS AGREEMENT, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE AND MATTERS RELATING TO THE CREATION, VALIDITY, ENFORCEMENT OR PRIORITY OF THE LIEN OF, AND SECURITY INTERESTS CREATED BY, THIS AGREEMENT IN OR UPON THE COLLATERAL, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE LIEN AND SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

7.21 WAIVER OF JURY TRIAL. BORROWER AND SECURED PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF BORROWER OR SECURED PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT.

7.22 Submission to Jurisdiction. Borrower and Secured Party each agree that any legal action or proceeding by or against an Obligor or with respect to or arising out of this Agreement may be brought in or removed to the courts of the State of Texas, in and for the County of Dallas, or of the United States of America for the Northern District of Texas, as Secured Party may elect. By execution and delivery of this Agreement, Borrower and Secured Party accept, for themselves and in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts. Borrower and Secured Party irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Borrower or Secured Party, as the case may be, at their respective addresses for notices as specified or provided for herein and that such service shall be effective five (5) business days after such mailing. Borrower and Secured Party each hereby waive any right to stay or dismiss any action or proceeding under or in connection with this Agreement brought before the foregoing courts on the basis of *forum non-conveniens*. Nothing herein shall affect the right to serve process in any other manner permitted by law or the right of Secured Party to bring legal actions or proceedings in any other competent jurisdiction.

7.23 Third Party Rights. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the Borrower or Secured Party, any security, rights, remedies or claims, legal or equitable, under or by reason hereof or any covenant or condition hereof. This Agreement and the covenants and agreements herein contained are and shall be held to be for the sole and exclusive benefit of the Borrower and Secured Party.

7.24 Effective Date. This Agreement shall become effective on the date when it shall have been executed by each of the parties hereto and when Secured Party shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto, by their respective officers, representatives or other authorized persons duly authorized, intending to be legally bound, have caused this Agreement to be duly executed as of the date first above written.

ONDAS NETWORKS INC.
a Texas corporation

By /s/ Eric Brock
Name: Eric Brock
Title: Chief Executive Officer

CHARLES & POTOMAC CAPITAL, LLC,
as Secured Party

By /s/ Jospeh Popolo
Name: Joseph Popolo
Title: Chief Executive Officer

EXHIBIT A

OBLIGOR INFORMATION

Full and Correct Legal Name:	Ondas Networks Inc.
Type of Organization:	corporation
Jurisdiction of Organization:	Texas (originally organized in Delaware, and was a Delaware entity within the last 5 years).
Organizational Identification Number:	80-5665564
Mailing Address:	920 Stewart Drive, Suite 100, Sunnyvale, CA 94085
Location of Chief Executive Office:	920 Stewart Drive, Suite 100, Sunnyvale, CA 94085
Location of any financing statement naming Obligor as debtor:	Texas
Prior Legal Name:	N/A

Exhibit 10.3

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, this "PSA") dated as of September 3, 2024, is made by ONDAS NETWORKS INC., a Texas corporation (the "Grantor"), in favor of CHARLES & POTOMAC CAPITAL, LLC, a Texas limited liability company (the "Lender").

WHEREAS, the Grantor, as Borrower, and Lender, as Lender, have entered into a Secured Note Agreement, dated as of September 3, 2024 (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the "Secured Note Agreement"). Capitalized terms used but not defined herein shall have the meanings specified in the Secured Note Agreement.

WHEREAS, under the terms of the Secured Note Agreement and the other Loan Documents, the Grantor has granted to Lender a security interest in, among other property, all intellectual property (including, without limitation, the Patents and Patent Licenses (each as defined below)) of the Grantor, and has agreed as a condition thereof to execute this PSA for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) "Patents" shall mean one or all of the following now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(b) "Patent License" shall mean all of the following now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any rights: to the extent assignable by the Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by the Grantor; provided, that, the Grantor has identified on Schedule A attached hereto whether or not any of the Grantor's Patents or Patent registrations are not assignable.

SECTION 2. **Grant of Security**. The Grantor hereby grants to Lender a security interest in all of the Grantor's right, title, and interest in and to the following (the "Collateral"):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Loan Obligations**. The grant of a security interest in the Collateral by the Grantor under this PSA secures the prompt and complete payment and performance when due of all of the Loan Obligations (as defined in that certain Security Agreement, dated as of the date hereof, by and among Grantor, as Borrower, and Lender, as Secured Party), whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation**. The Grantor authorizes and requests that the Commissioner for Patents with the United States Patent and Trademark Office record this PSA.

SECTION 5. **Execution in Counterparts**. This PSA may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies**. This PSA has been entered into in conjunction with the provisions of the Secured Note Agreement and other Loan Documents. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Secured Note Agreement and other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. **Governing Law**. This PSA shall be governed by and construed and interpreted in accordance with the internal laws of the State of Texas applicable to contracts made and to be performed therein without regard to conflict of law principles.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this PSA to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

ONDAS NETWORKS INC.

By: /s/ Eric Brock
Name: Eric Brock
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

LENDER

CHARLES & POTOMAC CAPITAL, LLC

By: /s/ Joseph Popolo
Name: Joseph Popolo
Title: Chief Executive Officer

Cover	Sep. 03, 2024
Cover [Abstract]	
Document Type	8-K
Amendment Flag	false
Document Period End Date	Sep. 03, 2024
Entity File Number	001-39761
Entity Registrant Name	Ondas Holdings Inc.
Entity Central Index Key	0001646188
Entity Tax Identification Number	47-2615102
Entity Incorporation, State or Country Code	NV
Entity Address, Address Line One	53 Brigham Street
Entity Address, Address Line Two	Unit 4
Entity Address, City or Town	Marlborough
Entity Address, State or Province	MA
Entity Address, Postal Zip Code	01752
City Area Code	888
Local Phone Number	350-9994
Written Communications	false
Soliciting Material	false
Pre-commencement Tender Offer	false
Pre-commencement Issuer Tender Offer	false
Title of 12(b) Security	Common Stock par value $0.0001
Trading Symbol	ONDS
Security Exchange Name	NASDAQ
Entity Emerging Growth Company	false

{
 "version": "2.2",
 "instance": {
  "ea0213301-8k_ondas.htm": {
   "nsprefix": "ONDS",
   "nsuri": "http://ondas.com/20240903",
   "dts": {
    "inline": {
     "local": [
      "ea0213301-8k_ondas.htm"
     ]
    },
    "schema": {
     "local": [
      "onds-20240903.xsd"
     ],
     "remote": [
      "http://www.xbrl.org/2003/xbrl-instance-2003-12-31.xsd",
      "http://www.xbrl.org/2003/xbrl-linkbase-2003-12-31.xsd",
      "http://www.xbrl.org/2003/xl-2003-12-31.xsd",
      "http://www.xbrl.org/2003/xlink-2003-12-31.xsd",
      "http://www.xbrl.org/2005/xbrldt-2005.xsd",
      "http://www.xbrl.org/2006/ref-2006-02-27.xsd",
      "http://www.xbrl.org/lrr/role/negated-2009-12-16.xsd",
      "http://www.xbrl.org/lrr/role/net-2009-12-16.xsd",
      "https://www.xbrl.org/2020/extensible-enumerations-2.0.xsd",
      "https://www.xbrl.org/dtr/type/2020-01-21/types.xsd",
      "https://www.xbrl.org/dtr/type/2022-03-31/types.xsd",
      "https://xbrl.fasb.org/srt/2024/elts/srt-2024.xsd",
      "https://xbrl.fasb.org/srt/2024/elts/srt-roles-2024.xsd",
      "https://xbrl.fasb.org/srt/2024/elts/srt-types-2024.xsd",
      "https://xbrl.fasb.org/us-gaap/2024/elts/us-gaap-2024.xsd",
      "https://xbrl.fasb.org/us-gaap/2024/elts/us-roles-2024.xsd",
      "https://xbrl.fasb.org/us-gaap/2024/elts/us-types-2024.xsd",
      "https://xbrl.sec.gov/country/2024/country-2024.xsd",
      "https://xbrl.sec.gov/dei/2024/dei-2024.xsd",
      "https://xbrl.sec.gov/stpr/2024/stpr-2024.xsd"
     ]
    },
    "labelLink": {
     "local": [
      "onds-20240903_lab.xml"
     ]
    },
    "presentationLink": {
     "local": [
      "onds-20240903_pre.xml"
     ]
    }
   },
   "keyStandard": 23,
   "keyCustom": 0,
   "axisStandard": 0,
   "axisCustom": 0,
   "memberStandard": 0,
   "memberCustom": 0,
   "hidden": {
    "total": 2,
    "http://xbrl.sec.gov/dei/2024": 2
   },
   "contextCount": 1,
   "entityCount": 1,
   "segmentCount": 0,
   "elementCount": 59,
   "unitCount": 3,
   "baseTaxonomies": {
    "http://xbrl.sec.gov/dei/2024": 23
   },
   "report": {
    "R1": {
     "role": "http://ondas.com/role/Cover",
     "longName": "00000001 - Document - Cover",
     "shortName": "Cover",
     "isDefault": "true",
     "groupType": "document",
     "subGroupType": "",
     "menuCat": "Cover",
     "order": "1",
     "firstAnchor": {
      "contextRef": "AsOf2024-09-03",
      "name": "dei:DocumentType",
      "unitRef": null,
      "xsiNil": "false",
      "lang": "en-US",
      "decimals": null,
      "ancestors": [
       "span",
       "b",
       "p",
       "body",
       "html"
      ],
      "reportCount": 1,
      "baseRef": "ea0213301-8k_ondas.htm",
      "first": true,
      "unique": true
     },
     "uniqueAnchor": {
      "contextRef": "AsOf2024-09-03",
      "name": "dei:DocumentType",
      "unitRef": null,
      "xsiNil": "false",
      "lang": "en-US",
      "decimals": null,
      "ancestors": [
       "span",
       "b",
       "p",
       "body",
       "html"
      ],
      "reportCount": 1,
      "baseRef": "ea0213301-8k_ondas.htm",
      "first": true,
      "unique": true
     }
    }
   },
   "tag": {
    "dei_AmendmentDescription": {
     "xbrltype": "stringItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "AmendmentDescription",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Amendment Description",
        "documentation": "Description of changes contained within amended document."
       }
      }
     },
     "auth_ref": []
    },
    "dei_AmendmentFlag": {
     "xbrltype": "booleanItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "AmendmentFlag",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Amendment Flag",
        "documentation": "Boolean flag that is true when the XBRL content amends previously-filed or accepted submission."
       }
      }
     },
     "auth_ref": []
    },
    "dei_AnnualInformationForm": {
     "xbrltype": "booleanItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "AnnualInformationForm",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Annual Information Form",
        "documentation": "Boolean flag with value true on a form if it is an annual report containing an annual information form."
       }
      }
     },
     "auth_ref": [
      "r14"
     ]
    },
    "dei_AuditedAnnualFinancialStatements": {
     "xbrltype": "booleanItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "AuditedAnnualFinancialStatements",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Audited Annual Financial Statements",
        "documentation": "Boolean flag with value true on a form if it is an annual report containing audited financial statements."
       }
      }
     },
     "auth_ref": [
      "r14"
     ]
    },
    "dei_CityAreaCode": {
     "xbrltype": "normalizedStringItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "CityAreaCode",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "City Area Code",
        "documentation": "Area code of city"
       }
      }
     },
     "auth_ref": []
    },
    "dei_CountryRegion": {
     "xbrltype": "normalizedStringItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "CountryRegion",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Country Region",
        "documentation": "Region code of country"
       }
      }
     },
     "auth_ref": []
    },
    "dei_CoverAbstract": {
     "xbrltype": "stringItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "CoverAbstract",
     "lang": {
      "en-us": {
       "role": {
        "label": "Cover [Abstract]",
        "documentation": "Cover page."
       }
      }
     },
     "auth_ref": []
    },
    "dei_CurrentFiscalYearEndDate": {
     "xbrltype": "gMonthDayItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "CurrentFiscalYearEndDate",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Current Fiscal Year End Date",
        "documentation": "End date of current fiscal year in the format --MM-DD."
       }
      }
     },
     "auth_ref": []
    },
    "dei_DocumentAccountingStandard": {
     "xbrltype": "accountingStandardItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "DocumentAccountingStandard",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Document Accounting Standard",
        "documentation": "The basis of accounting the registrant has used to prepare the financial statements included in this filing This can either be 'U.S. GAAP', 'International Financial Reporting Standards', or 'Other'."
       }
      }
     },
     "auth_ref": [
      "r13"
     ]
    },
    "dei_DocumentAnnualReport": {
     "xbrltype": "booleanItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "DocumentAnnualReport",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Document Annual Report",
        "documentation": "Boolean flag that is true only for a form used as an annual report."
       }
      }
     },
     "auth_ref": [
      "r11",
      "r13",
      "r14"
     ]
    },
    "dei_DocumentFiscalPeriodFocus": {
     "xbrltype": "fiscalPeriodItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "DocumentFiscalPeriodFocus",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Document Fiscal Period Focus",
        "documentation": "Fiscal period values are FY, Q1, Q2, and Q3. 1st, 2nd and 3rd quarter 10-Q or 10-QT statements have value Q1, Q2, and Q3 respectively, with 10-K, 10-KT or other fiscal year statements having FY."
       }
      }
     },
     "auth_ref": []
    },
    "dei_DocumentFiscalYearFocus": {
     "xbrltype": "gYearItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "DocumentFiscalYearFocus",
     "presentation": [
      "http://ondas.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Document Fiscal Year Focus",
        "documentation": "This is focus fiscal year of the document report in YYYY format. For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2006."
       }
      }
     },
     "auth_ref": []
    },
    "dei_DocumentPeriodEndDate": {
     "xbrltype": "dateItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "DocumentPeriodEndDate",
     "presentation": [

```
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Document Period End Date",
     "documentation": "For the EDGAR submission types of Form 8-K: the date of the report, the date of the earliest event reported; for the EDGAR submission types of Form N-1A: the filing date; for all other submission types: the end of the reporting or transition period. The format of the date is YYYY-MM-DD."
    }
   }
  },
  "auth_ref": []
 },
 "dei_DocumentPeriodStartDate": {
  "xbrltype": "dateItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "DocumentPeriodStartDate",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Document Period Start Date",
     "documentation": "The start date of the period covered in the document, in YYYY-MM-DD format."
    }
   }
  },
  "auth_ref": []
 },
 "dei_DocumentQuarterlyReport": {
  "xbrltype": "booleanItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "DocumentQuarterlyReport",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Document Quarterly Report",
     "documentation": "Boolean flag that is true only for a form used as an quarterly report."
    }
   }
  },
  "auth_ref": [
   "r12"
  ]
 },
 "dei_DocumentRegistrationStatement": {
  "xbrltype": "booleanItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "DocumentRegistrationStatement",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Document Registration Statement",
     "documentation": "Boolean flag that is true only for a form used as a registration statement."
    }
   }
  },
  "auth_ref": [
   "r0"
  ]
 },
 "dei_DocumentShellCompanyEventDate": {
  "xbrltype": "dateItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "DocumentShellCompanyEventDate",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Document Shell Company Event Date",
     "documentation": "Date of event requiring a shell company report."
    }
   }
  },
  "auth_ref": [
   "r13"
  ]
 },
 "dei_DocumentShellCompanyReport": {
  "xbrltype": "booleanItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "DocumentShellCompanyReport",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Document Shell Company Report",
     "documentation": "Boolean flag that is true for a Shell Company Report pursuant to section 13 or 15(d) of the Exchange Act."
    }
   }
  },
  "auth_ref": [
   "r13"
  ]
 },
 "dei_DocumentTransitionReport": {
  "xbrltype": "booleanItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "DocumentTransitionReport",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Document Transition Report",
     "documentation": "Boolean flag that is true only for a form used as a transition report."
    }
   }
  },
  "auth_ref": [
   "r15"
  ]
 },
 "dei_DocumentType": {
  "xbrltype": "submissionTypeItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "DocumentType",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Document Type",
     "documentation": "The type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'."
    }
   }
  },
  "auth_ref": []
 },
 "dei_DocumentsIncorporatedByReferenceTextBlock": {
  "xbrltype": "textBlockItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "DocumentsIncorporatedByReferenceTextBlock",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Documents Incorporated by Reference [Text Block]",
     "documentation": "Documents incorporated by reference."
    }
   }
  },
  "auth_ref": [
   "r3"
  ]
 },
 "dei_EntityAddressAddressLine1": {
  "xbrltype": "normalizedStringItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "EntityAddressAddressLine1",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Entity Address, Address Line One",
     "documentation": "Address Line 1 such as Attn, Building Name, Street Name"
    }
   }
  },
  "auth_ref": []
 },
 "dei_EntityAddressAddressLine2": {
  "xbrltype": "normalizedStringItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "EntityAddressAddressLine2",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Entity Address, Address Line Two",
     "documentation": "Address Line 2 such as Street or Suite number"
    }
   }
  },
  "auth_ref": []
 },
 "dei_EntityAddressAddressLine3": {
  "xbrltype": "normalizedStringItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "EntityAddressAddressLine3",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Entity Address, Address Line Three",
     "documentation": "Address Line 3 such as an Office Park"
    }
   }
  },
  "auth_ref": []
 },
 "dei_EntityAddressCityOrTown": {
  "xbrltype": "normalizedStringItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "EntityAddressCityOrTown",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Entity Address, City or Town",
     "documentation": "Name of the City or Town"
    }
   }
  },
  "auth_ref": []
 },
 "dei_EntityAddressCountry": {
  "xbrltype": "countryCodeItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "EntityAddressCountry",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Entity Address, Country",
     "documentation": "ISO 3166-1 alpha-2 country code."
    }
   }
  },
  "auth_ref": []
 },
 "dei_EntityAddressPostalZipCode": {
  "xbrltype": "normalizedStringItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "EntityAddressPostalZipCode",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Entity Address, Postal Zip Code",
     "documentation": "Code for the postal or zip code"
    }
   }
  },
  "auth_ref": []
 },
 "dei_EntityAddressStateOrProvince": {
  "xbrltype": "stateOrProvinceItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "EntityAddressStateOrProvince",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Entity Address, State or Province",
     "documentation": "Name of the state or province."
    }
   }
  },
  "auth_ref": []
 },
 "dei_EntityBankruptcyProceedingsReportingCurrent": {
  "xbrltype": "booleanItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "EntityBankruptcyProceedingsReportingCurrent",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Entity Bankruptcy Proceedings, Reporting Current",
     "documentation": "For registrants involved in bankruptcy proceedings during the preceding five years, the value Yes indicates that the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court; the value No indicates the registrant has not. Registrants not involved in bankruptcy proceedings during the preceding five years should not report this element."
    }
   }
  },
  "auth_ref": [
   "r6"
  ]
 },
 "dei_EntityCentralIndexKey": {
  "xbrltype": "centralIndexKeyItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "EntityCentralIndexKey",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Entity Central Index Key",
     "documentation": "A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK."
    }
   }
  },
  "auth_ref": [
   "r2"
  ]
 },
 "dei_EntityCommonStockSharesOutstanding": {
  "xbrltype": "sharesItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "EntityCommonStockSharesOutstanding",
  "presentation": [
   "http://ondas.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Entity Common Stock, Shares Outstanding",
     "documentation": "Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument."
    }
   }
  },
  "auth_ref": []
 },
 "dei_EntityCurrentReportingStatus": {
  "xbrltype": "yesNoItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
```

"localname": "EntityCurrentReportingStatus",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Current Reporting Status",
   "documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure."
  }
 }
},
"auth_ref": []
},
"dei_EntityEmergingGrowthCompany": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityEmergingGrowthCompany",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Emerging Growth Company",
   "documentation": "Indicate if registrant meets the emerging growth company criteria."
  }
 }
},
"auth_ref": [
 "r2"
]
},
"dei_EntityExTransitionPeriod": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityExTransitionPeriod",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Elected Not To Use the Extended Transition Period",
   "documentation": "Indicate if an emerging growth company has elected not to use the extended transition period for complying with any new or revised financial accounting standards."
  }
 }
},
"auth_ref": [
 "r19"
]
},
"dei_EntityFileNumber": {
"xbrltype": "fileNumberItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityFileNumber",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity File Number",
   "documentation": "Commission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen."
  }
 }
},
"auth_ref": []
},
"dei_EntityFilerCategory": {
"xbrltype": "filerCategoryItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityFilerCategory",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Filer Category",
   "documentation": "Indicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure."
  }
 }
},
"auth_ref": [
 "r2"
]
},
"dei_EntityIncorporationStateCountryCode": {
"xbrltype": "edgarStateCountryItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityIncorporationStateCountryCode",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Incorporation, State or Country Code",
   "documentation": "Two-character EDGAR code representing the state or country of incorporation."
  }
 }
},
"auth_ref": []
},
"dei_EntityInteractiveDataCurrent": {
"xbrltype": "yesNoItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityInteractiveDataCurrent",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Interactive Data Current",
   "documentation": "Boolean flag that is true when the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files)."
  }
 }
},
"auth_ref": [
 "r16"
]
},
"dei_EntityPrimarySicNumber": {
"xbrltype": "sicNumberItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityPrimarySicNumber",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Primary SIC Number",
   "documentation": "Primary Standard Industrial Classification (SIC) Number for the Entity."
  }
 }
},
"auth_ref": [
 "r14"
]
},
"dei_EntityPublicFloat": {
"xbrltype": "monetaryItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityPublicFloat",
"crdr": "credit",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Public Float",
   "documentation": "The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter."
  }
 }
},
"auth_ref": []
},
"dei_EntityRegistrantName": {
"xbrltype": "normalizedStringItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityRegistrantName",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Registrant Name",
   "documentation": "The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC."
  }
 }
},
"auth_ref": [
 "r2"
]
},
"dei_EntityShellCompany": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityShellCompany",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Shell Company",
   "documentation": "Boolean flag that is true when the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act."
  }
 }
},
"auth_ref": [
 "r2"
]
},
"dei_EntitySmallBusiness": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntitySmallBusiness",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Small Business",
   "documentation": "Indicates that the company is a Smaller Reporting Company (SRC)."
  }
 }
},
"auth_ref": [
 "r2"
]
},
"dei_EntityTaxIdentificationNumber": {
"xbrltype": "employerIdItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityTaxIdentificationNumber",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Tax Identification Number",
   "documentation": "The Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS."
  }
 }
},
"auth_ref": [
 "r2"
]
},
"dei_EntityVoluntaryFilers": {
"xbrltype": "yesNoItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityVoluntaryFilers",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Voluntary Filers",
   "documentation": "Indicate 'Yes' or 'No' if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act."
  }
 }
},
"auth_ref": []
},
"dei_EntityWellKnownSeasonedIssuer": {
"xbrltype": "yesNoItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "EntityWellKnownSeasonedIssuer",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Entity Well-known Seasoned Issuer",
   "documentation": "Indicate 'Yes' or 'No' if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Is used on Form Type: 10-K, 10-Q, 8-K, 20-F, 6-K, 10-K/A, 10-Q/A, 20-F/A, 6-K/A, N-CSR, N-Q, N-1A."
  }
 }
},
"auth_ref": [
 "r17"
]
},
"dei_Extension": {
"xbrltype": "normalizedStringItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "Extension",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Extension",
   "documentation": "Extension number for local phone number."
  }
 }
},
"auth_ref": []
},
"dei_LocalPhoneNumber": {
"xbrltype": "normalizedStringItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "LocalPhoneNumber",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Local Phone Number",
   "documentation": "Local phone number for entity."
  }
 }
},
"auth_ref": []
},
"dei_NoTradingSymbolFlag": {
"xbrltype": "trueItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "NoTradingSymbolFlag",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "No Trading Symbol Flag",
   "documentation": "Boolean flag that is true only for a security having no trading symbol."
  }
 }
},
"auth_ref": []
},
"dei_OtherReportingStandardItemNumber": {
"xbrltype": "otherReportingStandardItemNumberItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "OtherReportingStandardItemNumber",
"presentation": [
 "http://ondas.com/role/Cover"
],
"lang": {
 "en-us": {
  "role": {
   "label": "Other Reporting Standard Item Number",
   "documentation": "\"Item 17\" or \"Item 18\" specified when the basis of accounting is neither US GAAP nor IFRS."
  }

     }
    },
    "auth_ref": [
     "r13"
    ]
   },
   "dei_PreCommencementIssuerTenderOffer": {
    "xbrltype": "booleanItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2024",
    "localname": "PreCommencementIssuerTenderOffer",
    "presentation": [
     "http://ondas.com/role/Cover"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Pre-commencement Issuer Tender Offer",
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act."
      }
     }
    },
    "auth_ref": [
     "r7"
    ]
   },
   "dei_PreCommencementTenderOffer": {
    "xbrltype": "booleanItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2024",
    "localname": "PreCommencementTenderOffer",
    "presentation": [
     "http://ondas.com/role/Cover"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Pre-commencement Tender Offer",
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act."
      }
     }
    },
    "auth_ref": [
     "r9"
    ]
   },
   "dei_Security12bTitle": {
    "xbrltype": "securityTitleItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2024",
    "localname": "Security12bTitle",
    "presentation": [
     "http://ondas.com/role/Cover"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Title of 12(b) Security",
       "documentation": "Title of a 12(b) registered security."
      }
     }
    },
    "auth_ref": [
     "r1"
    ]
   },
   "dei_Security12gTitle": {
    "xbrltype": "securityTitleItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2024",
    "localname": "Security12gTitle",
    "presentation": [
     "http://ondas.com/role/Cover"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Title of 12(g) Security",
       "documentation": "Title of a 12(g) registered security."
      }
     }
    },
    "auth_ref": [
     "r5"
    ]
   },
   "dei_SecurityExchangeName": {
    "xbrltype": "edgarExchangeCodeItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2024",
    "localname": "SecurityExchangeName",
    "presentation": [
     "http://ondas.com/role/Cover"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Security Exchange Name",
       "documentation": "Name of the Exchange on which a security is registered."
      }
     }
    },
    "auth_ref": [
     "r4"
    ]
   },
   "dei_SecurityReportingObligation": {
    "xbrltype": "securityReportingObligationItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2024",
    "localname": "SecurityReportingObligation",
    "presentation": [
     "http://ondas.com/role/Cover"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Security Reporting Obligation",
       "documentation": "15(d), indicating whether the security has a reporting obligation under that section of the Exchange Act."
      }
     }
    },
    "auth_ref": [
     "r10"
    ]
   },
   "dei_SolicitingMaterial": {
    "xbrltype": "booleanItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2024",
    "localname": "SolicitingMaterial",
    "presentation": [
     "http://ondas.com/role/Cover"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Soliciting Material",
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as soliciting material pursuant to Rule 14a-12 under the Exchange Act."
      }
     }
    },
    "auth_ref": [
     "r8"
    ]
   },
   "dei_TradingSymbol": {
    "xbrltype": "tradingSymbolItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2024",
    "localname": "TradingSymbol",
    "presentation": [
     "http://ondas.com/role/Cover"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Trading Symbol",
       "documentation": "Trading symbol of an instrument as listed on an exchange."
      }
     }
    },
    "auth_ref": []
   },
   "dei_WrittenCommunications": {
    "xbrltype": "booleanItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2024",
    "localname": "WrittenCommunications",
    "presentation": [
     "http://ondas.com/role/Cover"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Written Communications",
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as written communications pursuant to Rule 425 under the Securities Act."
      }
     }
    },
    "auth_ref": [
     "r18"
    ]
   }
  }
 }
},
"std_ref": {
 "r0": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "12"
 },
 "r1": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "12",
  "Subsection": "b"
 },
 "r2": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "12",
  "Subsection": "b-2"
 },
 "r3": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "12",
  "Subsection": "b-23"
 },
 "r4": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "12",
  "Subsection": "d1-1"
 },
 "r5": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "12",
  "Subsection": "g"
 },
 "r6": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "12, 13, 15d"
 },
 "r7": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "13e",
  "Subsection": "4c"
 },
 "r8": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "14a",
  "Subsection": "12"
 },
 "r9": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "14d",
  "Subsection": "2b"
 },
 "r10": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Exchange Act",
  "Number": "240",
  "Section": "15",
  "Subsection": "d"
 },
 "r11": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Form 10-K",
  "Number": "249",
  "Section": "310"
 },
 "r12": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Form 10-Q",
  "Number": "240",
  "Section": "308",
  "Subsection": "a"
 },
 "r13": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Form 20-F",
  "Number": "249",
  "Section": "220",
  "Subsection": "f"
 },
 "r14": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Form 40-F",
  "Number": "249",
  "Section": "240",
  "Subsection": "f"
 },
 "r15": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Forms 10-K, 10-Q, 20-F",
  "Number": "240",
  "Section": "13",
  "Subsection": "a-1"
 },
 "r16": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Regulation S-T",
  "Number": "232",
  "Section": "405"
 },
 "r17": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Securities Act",
  "Number": "230",
  "Section": "405"
 },
 "r18": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Securities Act",
  "Number": "230",
  "Section": "425"
 },
 "r19": {
  "role": "http://www.xbrl.org/2003/role/presentationRef",
  "Publisher": "SEC",
  "Name": "Securities Act",
  "Number": "7A",
  "Section": "B",
  "Subsection": "2"
 }
}
}