

CPI Satcom & Antenna Technologies Inc. Programs International Terms of Sale

- 1. Definitions.** As used throughout these terms and conditions, including provisions incorporated by reference, the following terms shall have the meaning set forth below:
 - (a) “Buyer” means the person or entity with an ordering address outside the fifty United States and the District of Columbia that is purchasing Seller’s Product(s). United States possessions and/or territories are deemed to be outside the United States, and therefore, any buyer with an ordering address therein is deemed a Buyer.
 - (b) “End-User” means the party ultimately using the goods for their intended purpose.
 - (c) “Order” means the contractual instrument (e.g. agreement, contract, subcontract or purchase order) into which these International Terms of Sale are incorporated.
 - (d) “Party” or “Parties” means the Buyer or Seller individually or collectively, respectively.
 - (e) “Product” or “Products” means the equipment, software, or service being provided by Seller.
 - (f) “Seller” means CPI Satcom & Antenna Technologies Inc., the legal entity providing Products.
 - (g) “Terms” means these International Terms of Sale.

- 2. Acceptance of Orders.**
 - 2.1 All Orders are subject to a credit review by Seller. Credit references must be supplied to Seller upon request for the Order to be processed. Seller’s acceptance of an Order issued by Buyer shall be expressly limited to (a) the Terms set forth herein, and (b) any additional terms and conditions agreed to by the Parties and expressly incorporated in the Order. The Order represents the entire agreement between Buyer and Seller pertaining to the subject matter of an Order and shall supersede all prior oral and written agreements, proposals, communications and documents. Buyer’s Order shall be deemed accepted only after Seller’s written acceptance is provided to Buyer. Except where Seller provides written acceptance of an unusual circumstance, Buyer’s Order shall not be construed to be accepted by any other action of Seller including, but not limited to, commencement of performance.

 - 2.2 TO THE EXTENT THAT THESE TERMS AND ACCOMPANYING DOCUMENTS CONSTITUTE AN OFFER TO SELL, SELLER’S OFFER IS EXPRESSLY LIMITED TO THE TERMS STATED HEREIN. TO THE EXTENT THAT THESE TERMS AND ACCOMPANYING SELLER DOCUMENTS CONSTITUTE AN ACCEPTANCE OF BUYER’S ORDER, SELLER’S ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON BUYER’S ASSENT TO SELLER’S TERMS HEREIN.

- 3. Payment.**
 - 3.1 For all Orders, Seller reserves the right to require Buyer to make a deposit or to obtain a Demand Letter of Credit or payment in full prior to acceptance of the Order and/or delivery of Products. Unless agreed otherwise in writing by Seller, payment terms are net thirty (30) calendar days from date of the invoice. Payment will be deemed to have been made when check or electronic transfer is received by Seller. If payment is not received by the due date, interest may be added at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per year), or the maximum legal rate, whichever is less, to unpaid invoices from the due date thereof. Payment shall be made in United States dollars to the address specified on the invoice. Milestone payments will be negotiated prior to order acceptance. Buyer acknowledges that Seller has a right to payment for work performed or services rendered based on the prices set forth in the contract.

 - 3.2 If Buyer or any of its affiliated businesses is delinquent in paying any amount on any Order owed to Seller by more than thirty (30) calendar days, then without limiting any other rights and remedies available to Seller, Seller may suspend production, shipment and/or delivery of any or all Products purchased by Buyer and not yet delivered. If Seller retains a collection agency and/or attorney to collect overdue amounts from Buyer, all costs and expenses of collection, including, without limitation, attorneys’ fees and court costs, shall be charged to Buyer for immediate payment.

 - 3.3 If, in Seller’s sole discretion, Buyer’s financial condition has been impaired subsequent to acceptance of an Order, then Seller reserves the right, upon ten (10) calendar days’ notice, to require full or partial payment in advance, regardless of the original agreed upon payment terms. In the event of bankruptcy or insolvency of Buyer, Seller may cancel any Order then outstanding and receive reimbursement for applicable cancellation charges.

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3.4 If a Demand Letter of credit is required, it must be in favor of Seller and may be required for all or part of the Order price. Any letter of credit must be irrevocable, issued by a reputable international bank, and either advised or confirmed at Seller's option by the following bank:

For the benefit of CPI Satcom & Antenna Technologies Inc.

Wells Fargo Bank N.A.
Attn: International Trade Operations
Letters of Credit
MAC D1109-011
1525 West W. T. Harris Boulevard
Charlotte, NC 28262 (USA)
SWIFT Code: PNBUS33CHA

Such letter of credit must: (a) be payable at sight upon presentation, accompanied by commercial invoice and evidence of shipment, (b) allow for transshipments and partial shipments, and (c) state shipment terms as Free Carrier (FCA), Seller's named United States facility or a United States port of export chosen by Seller, as appropriate in accordance with clause 5.1 (Incoterms 2010). Buyer shall be liable for bank fees and charges associated with the administration of the letter of credit. Such letter of credit must permit presentation of documents to the United States bank within twenty-one (21) calendar days from the date of shipment. Issuance of letters of credit not in accordance with these conditions may result in cancellation of the Order, non-shipment, and/or delay in shipment. In the case of cancellation, Buyer shall reimburse Seller for applicable cancellation charges set forth in the letter of credit.

4. Packing and Shipping. Unless agreed otherwise in writing by Seller, Seller shall pack and ship all Products for export in accordance with Seller's standard commercial practices. Buyer shall notify Seller in advance of Order placement if shipment is intended by rail as special packaging and extra charges shall apply.

5. Delivery and Risk of Loss.

5.1 Seller's liability and risk of loss or damage to the Products shall pass to Buyer under FCA (named place chosen by Seller) Incoterms 2010 (or other mutually agreed to and Seller approved Incoterm 2010). Delivery to the FCA delivery point will be via a freight forwarder and/or carrier either chosen by Seller or nominated by Buyer and approved by Seller. If the Buyer's freight forwarder and/or carrier are approved by Seller and/or the named place chosen is the Seller's shipping dock, Buyer agrees that it is responsible to ensure that its forwarder and/or carrier complies with Seller's instructions related to the proper filing of export clearance documents to record the export with United States Customs and Border Protection in the Seller's name as the United States Principal Party in Interest (USPPI) and to indemnify Seller for any compliance matters that may arise from any failure by the Buyer to ensure the forwarder and/or carrier follow the Seller's instructions related to export clearance. In no case will Seller be obligated to import into Buyer's country or the country of ultimate destination by any Incoterm 2010 or contractual requirement as Seller lacks the ability to make importations in countries in which it does not have a presence or operations and nothing in the Order shall be construed to create such an obligation on the part of Seller.

5.2 Seller will make reasonable commercial efforts to meet its estimated delivery or performance dates; however, such dates are not guaranteed. Seller shall not be liable for any loss, cost or expense incurred by Buyer if Seller fails to meet such dates due to production or other delays. At its option, Seller reserves the right to make deliveries in installments.

5.3 If Buyer delays shipment and fails to negotiate a modification to the Order in good faith within fourteen (14) calendar days of the specified ship date, Seller may invoice Buyer and warranty shall commence as though shipment had occurred as specified. Furthermore, Seller reserves the right to move such Products into storage or to dispose of such Products and charge any incidental costs to Buyer.

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5.4 The shipment of Products or portions thereof may be contingent on Buyer's and/or Seller's compliance with export laws as described in clause 15.0.

6. Inspection, Acceptance and Title.

6.1 Equipment.

6.1.1 Seller's Facility. Except as agreed in writing by Seller, final acceptance shall occur upon delivery of the equipment to the freight forwarder at Seller's facility. Unless otherwise agreed in writing, the equipment is subject to Seller's standard inspection and/or testing at place of manufacture. For Orders in which Seller agrees to inspection or testing by Buyer on the premises of Seller, final inspection and acceptance by Buyer shall be conclusive. Buyer agrees that any inspection and testing on its part shall not delay or disrupt Seller's performance. Buyer further agrees that it shall comply with Seller's security and safety policies during any inspection or testing on the premises of Seller, and also shall comply with applicable export laws and regulations. Title shall transfer to Buyer upon receipt of final payment by Seller.

6.1.2 Locations Other Than Seller's Facility. Where the Parties agree that inspection, acceptance will occur upon delivery of the equipment to a mutually agreed upon Incoterm 2010 delivery point other than Seller's facility. Buyer's acceptance will be deemed complete if Buyer provides no written report of exceptions within ten (10) calendar days after receipt. The Parties agree that Buyer's (a) placing of any equipment provided hereunder into service and/or (b) beneficial use of such equipment shall constitute acceptance. Title shall transfer to Buyer upon receipt of final payment by Seller.

6.2 Software. All software shall be considered accepted: (a) if the recorded media, by which the licensed software is provided, is furnished free of defects and damage, provided that the media has been properly installed by the Buyer or (b) thirty (30) days after delivery, whichever occurs first.

6.3 Services. Buyer shall accept the services or give Seller written notice of rejection within ten (10) calendar days after receipt. In the event of a rejection notice, Seller will determine whether or not a non-conformity exists, and if so, promptly correct or re-perform the nonconforming services. Seller shall disclose any corrective action taken. Redelivery to Buyer of any corrected or re-performed services shall be at Seller's expense.

7. Force Majeure.

7.1 Neither Party shall be liable for any excess costs or other damages if the failure to perform arises out of causes beyond the reasonable control and without the fault or negligence of the Party asserting an event of Force Majeure. Force Majeure causes may include, but are not limited to (a) acts of God or of the public enemy, (b) war (whether an actual declaration thereof or not), (c) acts of terrorism or threats thereof, (d) acts of a Government in either its sovereign or contractual capacity, (e) sabotage, (f) insurrection, (g) riot or other act of civil disobedience, (h) atmospheric disturbances, (i) fires, (j) floods, (k) plagues, pandemics or epidemics, (l) quarantine restrictions, (m) labor disputes or strikes, (n) failure or delay in transportation due to transportation workers strike or freight embargoes, (o) worldwide parts shortage(s) or rationing allocations, (p) shortage of labor, fuel, raw material or machinery, or (q) violent storms or unusually severe weather. If the delay is caused by a delay Seller's subcontractor and if such delay arises out of causes beyond its reasonable control, and without its fault or negligence, then Seller shall not be liable for any delay in performance, excess costs or other damages unless the Product to be furnished by the Seller or subcontractor was obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules and at comparable prices. Seller shall notify Buyer in writing within ten (10) calendar days after it becomes aware of any confirmed Force Majeure event. If the original delivery schedule is overcome by the Force Majeure event, then the Parties agree to negotiate in good faith a revised delivery schedule.

7.2 Should either Party be unable to fulfill a material part of its obligations under an Order for a period in excess of sixty (60) calendar days due to circumstances beyond its reasonable control as described above, either Party may at its sole discretion terminate the Order for convenience by written notice. Upon either resolution of the Force Majeure event or termination as described, the Parties shall proceed in good faith to negotiate a resolution regarding the effect of the Force Majeure, the termination and/or any further performance.

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8. Taxes, Customs, Licenses, Insurance and Secure Work Conditions.

8.1 Buyer shall bear all value-added and local income taxes, customs duties, import license fees, excise taxes, work permits, licenses, or other charges imposed by governmental or quasi-governmental bodies, other than Seller's United States income or franchise taxes, assessable on Products sold hereunder. Buyer will obtain and pay for any necessary in-transit or other insurance after Seller's delivery of equipment to the carrier at the FCA point.

8.2 Except as agreed in writing by the Parties, Buyer assumes responsibility for securing and paying for any satellite, radio or wireless antenna communication type approval certifications or national homologations that may be required within the country of end-use. In addition, Buyer shall bear sole responsibility to secure and pay for all local certifications or licenses deemed necessary for the operation of the Products and for related connections of such Products to electrical, gas, or other utilities.

8.3 For Orders requiring the presence of Seller personnel or subcontractors at Buyer's or Buyer's customer's facility, Buyer agrees to sponsor Seller's employees for any required visa applications. Furthermore, Buyer shall provide a written security plan upon request of Seller, and Buyer shall take reasonable steps to execute and maintain safe and secure work conditions for the duration of Seller's site work. Seller reserves the right to stop work immediately if it deems the site to have a security concern and to be afforded an equitable price adjustment for such work stoppage. Seller also agrees to conduct site work in accordance with Seller's standard commercial practices and any safety plan deliverables that may be a part of the Order.

9. Warranty.

9.1 Equipment.

9.1.1 All Seller equipment shall conform to Seller's applicable specifications and are warranted against defects in materials and workmanship for a period of one (1) year from the date of shipment or a longer period is specified and agreed in the Order or in the equipment's published documentation. If a defect arises during the warranty period, Seller will, at its option, repair and return such equipment from its factory at no charge, or ship functionally-equivalent replacement equipment, at no charge (Delivered at Place (DAP)), Buyer's designated location, Incoterms 2010). Before Buyer returns any equipment, Buyer must contact Seller's customer service representative and provide proof of purchase and details of the alleged defect. Seller will provide Return Material Authorization (RMA) instructions and confirmation of warranty coverage. The defective equipment must be returned to Seller's facility within the period specified in the RMA instructions at Buyer's expense. Seller shall warrant all repaired or replaced equipment for ninety (90) calendar days from the return shipment date to Buyer or the remaining warranty term, whichever is longer. Seller's total liability is limited to the original purchase price of the defective equipment.

9.1.2 This warranty does not apply to any equipment which Seller determines has been subjected, by Buyer or otherwise, to (a) testing for other than specified electrical characteristics, (b) operating and/or environmental conditions in excess of the maximum values established, (c) lightning strike, (d) mishandling, abuse, misuse, or neglect, (e) improper installation, testing, repair, maintenance, alteration, modification, damage, assembly or processing that alters physical or electrical properties, (f) shipment by rail when special rail packing was not purchased, or (g) other causes that are not defects in materials or workmanship.

9.1.3 Seller's warranty will not be enlarged by and no obligation or liability will arise out of Seller's rendering of technical advice or provision of facilities in connection with any equipment sold hereunder.

9.2 Software. Seller warrants that under normal use, the Software shall perform the functions specified in its documentation. If the Software's functional performance does not materially conform to its documentation and Seller is notified in writing and provided proof of purchase within ninety (90) days from the purchase date, then Seller shall replace the Software as Buyer's exclusive remedy.

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9.3 Services. Seller warrants that its employees assigned to perform the Services hereunder shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be performed in accordance with the applicable statement of work. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY RELATED TO TESTING OR SERVICES PROVIDED UNDER THE ORDER INCLUDING ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.4 Commercial Test Equipment. If Buyer has purchased commercial test equipment, then the warranty for the equipment, the license for any included software and the corresponding software warranty to be provided to Buyer with the equipment and is incorporated herein and made a part of these Terms.

9.5 THIS WARRANTY EXTENDS TO BUYER ONLY AND MAY BE INVOKED ONLY BY BUYER ON BEHALF OF ITS CUSTOMERS. SELLER WILL NOT ACCEPT WARRANTY RETURNS DIRECTLY FROM BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCTS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED.

10. Changes. No changes, extras or other work (whether deemed to be within or outside of the general scope of an Order or modification of any kind or description) shall be authorized unless evidenced by a written agreement signed by duly authorized representatives of both Parties.

11. Termination.

11.1 No Order accepted by Seller may be terminated by Buyer for any reason other than Seller's breach as determined by a court of competent jurisdiction except by written agreement signed by duly authorized representatives of both Parties. In the event that Buyer notifies Seller in writing of an alleged breach, Seller shall provide Buyer with a remedy or present a cure plan within thirty (30) days after receipt of Buyer's written notice. At any time during the term of this Order, Buyer and Seller may elect to negotiate a separate agreement for Termination for Convenience signed by duly authorized representatives of both Parties. In the absence of a pre-negotiated termination liability schedule, Seller reserves the right to charge Buyer for termination and/or re-stocking fees in addition to any other payments due.

11.2 The Parties agree that the rights and obligations contained in clause 9 and clauses 13 through 24 shall survive and continue after any termination or cancellation of an Order and shall continue to bind the Parties, their successors, their assigns and their legal representatives.

12. Audit. Notwithstanding any language or provision to the contrary, no party inclusive of Buyer, Buyer's customer or third parties under contract with Buyer, shall have the right to audit or examine Seller's books and records.

13. Proprietary Information.

13.1 Except as stated in clause 13.3, all information disclosed in written, graphic, model, or oral form, including, but not limited to, drawings, prints, publications, specifications, processes, manufacturing techniques, oral explanations, schedules and financial reports, obtained by Buyer from Seller prior to and during the performance of an Order which is marked as "Proprietary" by Seller shall be kept confidential by Buyer and shall remain the property of Seller, and shall be returned at Seller's request. Such information shall only be used in performance of the Order and shall not be used for other purposes unless agreed to in writing by Seller. Such information shall not be reproduced, published, disseminated, or disclosed to any third party, including the United States Government, by Buyer without the prior written consent of Seller. Buyer will notify Seller promptly in writing if Buyer learns of any unauthorized use or disclosure of Seller's proprietary information, and will cooperate with Seller in good faith to remedy such occurrence to the extent reasonably possible. Buyer acknowledges that a breach of this provision may result in irreparable harm to Seller, for which money damages may be an insufficient remedy, and

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therefore, Seller will be entitled to seek injunctive relief to enforce the provisions of this Section. Buyer agrees that any breach of this Section is a material breach, and is cause for immediate termination of the Order.

13.2 Nothing contained herein shall be construed as granting an implied license or a license by estoppel or otherwise to any of Seller's intellectual property.

13.3 Subject to the terms contained in an Order, Seller grants to Buyer and its customer (as applicable), including Buyer's and its customer's subcontractors associated with the Order, a non-exclusive, non-transferable, irrevocable, royalty-free license to use and reproduce in whole or in part copyrighted standard commercial documentation provided with the Product(s) for the limited purposes of conducting training and/or to facilitate operation and maintenance of Seller's Product(s).

14. Patent Indemnity - Products. Seller shall defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based upon a claim that any Products manufactured and sold by Seller to Buyer constitute direct infringement of any duly issued United States Patent. Seller shall pay all damages and costs awarded against Buyer provided that Seller is informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and is given authority, information and assistance at Seller's expense necessary to defend or settle said suit or proceeding. If the use or sale of a Product furnished hereunder is enjoined as a result of such suit, then Seller, at its option and at no expense to Buyer, shall obtain for Buyer the right to use and sell the Product, or shall substitute an equivalent Product acceptable to Buyer and extend this indemnity thereto, or shall require Buyer to return the Product and reimburse Buyer the purchase price therefore, less a reasonable charge for wear and tear. Seller shall have no obligation or liability hereunder for infringement, that results from compliance with Buyer's specifications or from a combination with, addition to, or modification of the Product after delivery by Seller, or from use of the Product or any part thereof in the practice of a process. Seller's obligations enumerated above shall not apply to any infringement occurring after Buyer has received notice alleging the infringement unless Seller has given Buyer written permission therefore. The sale of the Products furnished hereunder does not convey any license by implication, estoppel, or otherwise under any proprietary or patent rights of Seller covering a combination of these Products with other elements.

SELLER SHALL NOT BE LIABLE FOR ANY COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR PATENT INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, IN REGARD THERETO.

15. Compliance with Export Laws

15.1 Export License/Approvals. Buyer agrees that it shall not, without the prior authorization of the Bureau of Industry and Security, United States Department of Commerce; the Directorate of Defense Trade Controls, United States Department of State; or the Office of Foreign Assets Control (OFAC), United States Department of the Treasury, whichever is applicable, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any Product or technical data or service sold or otherwise furnished hereunder to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval, without first obtaining such license or approval. Buyer agrees to indemnify and hold harmless Seller, its officers, directors, employees and agents from and against any and all loss or liability for any and all claims, losses, demands, expenses, penalties or costs (including attorneys' fees) resulting from failure of Buyer to comply with this clause.

15.2 End-Use and End-User. Buyer agrees to provide detailed End-Use and End-User information and to provide any additional information requested by Seller in satisfaction of any regulatory or due diligence requirements when required by Seller. Seller's ability to deliver an Order is dependent on receipt of complete End-Use and End-User information and such other written certifications (i.e. OFAC, etc.) that Seller deems necessary or required to be obtained by regulation. If the End-User is other than the Buyer, then Buyer shall, at the time of its disclosure of End-Use and End-User, identify any pertinent laws or regulations in the Buyer's country affecting Seller's performance of the subject Order. Seller reserves the right, at its option, to fully or partially terminate any Order or to rescind or revise its offer and price, if there is a change in any person or

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entity handling the Products in Buyer's order chain and/or any law or regulation that Seller in its sole discretion believes makes a particular Order no longer tenable.

16. Limitation of Liability.

16.1 Notwithstanding any other provisions or language in these Terms or in an Order to the contrary, in no event shall Seller's total liability under an Order (including breach of contract actions or any action arising in tort) exceed the total price thereof.

16.2 UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE IN CONTRACT OR OTHERWISE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES ARISING FROM ANY LOSS, DAMAGE, EXPENSE OR INJURY SUSTAINED FROM OR IN CONNECTION WITH THE SALE, INSTALLATION, USE, SERVICE OR FAILURE OF ANY PRODUCT SOLD THEREUNDER, OR ANY DEFECT THEREIN, OR FROM ANY OTHER CAUSE. BUYER'S REMEDY, IF ANY, WILL BE STRICTLY LIMITED TO THE TERMS OF THIS CLAUSE.

16.3 No action may be brought for any alleged breach of an Order more than one (1) year after the date that the alleged breach occurred.

17. Translations. In the event of translation into a language other than English, the English language version of these Terms and all documents related to or connected with an Order, including any specifications or statements of work, will be considered the authentic and controlling text for all purposes, including, but not limited to, resolution of conflict or ambiguity in interpretation of rights and obligations thereof.

18. Governing Law and Venue.

18.1 Buyer and Seller agree that these Terms shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of New York without regard to its conflict of law principles.

18.2 All claims or disputes arising under or in any way related to an Order, including those relating to the validity of these Terms, shall be resolved through good faith negotiations between authorized representatives of each Party. In the event that such negotiations do not lead to a written settlement signed by a duly authorized representative of each Party within thirty (30) calendar days or such longer period of time as may be mutually agreed upon in a written document that is signed by a duly authorized representative of each Party, then either Party may elect to resolve the matter through the state or federal courts. Venue for any action brought under or relating to an Order covered by these Terms shall exclusively be in a state or federal court of competent jurisdiction in the State of New York. The Parties hereby irrevocably waive any right to challenge such venue on the basis of forum non conveniens or otherwise. **THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO AN ORDER COVERED BY THESE TERMS.**

18.3 The Parties agree and consent to accept service of process by certified or registered United States mail, return receipt requested, addressed as provided herein. In the event that a legal action is commenced by either Party, the substantially prevailing Party shall be entitled to recover its costs and attorneys' fees from the other Party. Seller and Buyer expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to any Order.

19. Transfer/Assignment. An Order shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party may assign or transfer its rights or obligations as provided in an Order without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that Seller may, without consent of Buyer, assign an Order as a result of a reorganization, merger or a sale of all or substantially all of the assets or stock of Seller.

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20. Validity and Waiver. If a court of competent jurisdiction determines any provision, in whole or in part, of an Order, including those relating to these Terms, to be illegal, invalid, or unenforceable, then the validity and enforceability of the remaining provisions hereunder will not be affected. In lieu of such illegal, invalid, or unenforceable provision, the Parties shall negotiate one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law to be added as part of an Order. The failure of Seller to enforce any applicable provision of these Terms, or to require at any time performance by Buyer of any provision or obligation related to an Order, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of an Order, these Terms, or any part hereof, or the right of Seller thereafter to enforce each and every provision.

21. Offset/Countertrade. These Terms do not allow for any offset or countertrade commitment. Should the Buyer require any offset or countertrade commitment as a condition of purchase, Seller reserves the right, at its option, to terminate the subject Order, or to rescind and revise its offer and price.

22. Foreign Corrupt Practices Act and Anti-Bribery Laws. Buyer agrees to comply with the Foreign Corrupt Practices Act, the UK Bribery Act of 2010, and all applicable anti-bribery laws. Buyer specifically represents and warrants that, in connection with the performance of its activities under an Order covered by these Terms, neither it, nor anyone acting on its behalf, has or will, directly or indirectly, offer, pay, promise to pay, or authorize the giving of, any money or thing of value to any Government Official or to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a Government Official, for the purpose of influencing any act or decision of such Government Official, including any act or decision to fail to perform his/her lawful duty, or for the purpose of inducing such Government Official to use his/her influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality to obtain or retain business for any person. "Government Official" means any officer, employee, agent, representative, or any other person acting in an official capacity for or on behalf of a government, government-owned or government-controlled entity or instrumentality, public international organization, political party, party official or political candidate.

23. Compliance with Laws.

23.1 Except as described in clause 8.2, each Party represents, warrants, and certifies that it will comply with all laws applicable to its contractual obligations and to the Products and/or the activities contemplated or provided under an Order covered by these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder, including without limitation those dealing with the environment, health and safety, employment, records retention, personal data protection, and the transportation or storage of Hazardous Materials.

23.2 Seller represents, warrants, and certifies that it will comply with applicable industry practices, including the exercise of that degree of skill, diligence, prudence and foresight, which can reasonably be expected from a competent Seller who is engaged in the same type of manufacture or service under similar circumstances.

24. Software License.

24.1 As applicable, software will be licensed in accordance with the license provided with the Product. If no software license is provided and the Product contains software or firmware, then Seller grants to Buyer and Buyer's customer (if applicable), a nonexclusive, revocable, royalty-free, perpetual license to use such software or firmware and any related documentation only for the purpose of operating and maintaining the equipment on which it is installed.

24.2 The software is proprietary information of Seller. Seller retains title to all software except that which is licensed to it by third parties. Buyer is permitted to make one copy of the software media for archive purposes provided that it includes all Seller proprietary and copyright notices and other legends both in and on the copy of software. Buyer may transfer the software in conjunction with the resale of the Product or Buyer's product, in which the Software is installed or with which it is used, but only under terms consistent with and no less stringent than the terms set forth in this "Software License" clause. Except for the foregoing, the software shall not be sublicensed, transferred, or loaned to any other party without Seller's prior

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express written consent. Buyer may not, with or without the assistance of others, make modifications to the software including, but not limited to, translating, decompiling, disassembling or reverse assembling, reverse engineering, creating derivative or merged works, or performing any other operation to recover any portion of the program listing, object code, source code or any information contained therein.

25. Equipment Support and Spares. Placement of an Order may occur at any stage of a given equipment, subsystem or component lifecycle. From time to time, Seller will make End-of-Life (EOL), End-of-Sale (EOS) and/or Last Time Buy Notices related to its equipment, subsystems and components. Seller will cooperate with Buyer in a commercially reasonable manner to support Products during their operational lives and recommend appropriate sparing levels and/or locate replacement equipment, subsystems, and components, as may be applicable. Accordingly, subsequent to fulfillment of its warranty obligations and except as may be negotiated in the Order, Seller makes no commitments regarding the time period for availability of spare parts and/or technical support services.

26. Orders for Labor Services Only. In the event that an Order pertains only to labor services being provided by Seller to Buyer, the word “Product” shall mean “services.” In addition, clauses 4, 5, 6.1, 6.2, 9.1, 9.2, 9.4, 14, 24, and 25 are not applicable to such services provided by Seller.

27. Order of Precedence. In the event that two or more provisions in a particular Order conflict and there is no reasonable interpretation that resolves the conflict in a manner that is consistent with the entire Order, then the Parties shall resolve the conflict using the following descending order of precedence: (a) Seller’s written acceptance of the Order, (b) any unique term(s) specified in the accepted Order, (c) these Terms, and (d) the statement of work (if any).

28. EU General Data Protection Regulation. The Parties shall not transmit any Personal Data, as defined in Article 4 of the European Union (EU) General Data Protection Regulation (GDPR), under an Order.

29. Environment, Health and Safety

29.1 General. As used in these Terms, the phrase “Hazardous Materials” shall mean any substance or material defined as a hazardous material, hazardous substance, toxic substance, pesticide or dangerous article under United States Government Code of Federal Regulations 49 CFR 171.8 or any other substance regulated on the basis of potential impact to safety, health or the environment pursuant to an applicable requirement of any entity with jurisdiction over the Products, which is subject to an Order. For Orders in which Seller agrees to inspection by Buyer on the premises of Seller, Buyer shall be permitted to enter Seller’s premises at a mutually agreed time for the purpose of Buyer’s inspection of Seller’s compliance with applicable hazardous materials regulations under an Order, provided that Buyer gives Seller reasonable advance written notice and that such visit will not disrupt or delay Seller’s performance or normal business operations. Buyer shall be required to comply with Seller’s safety and security policies and applicable export laws at Buyer’s sole expense. In the event Buyer is unable to comply with Seller’s safety and security policies and/or applicable export laws, including but not limited to, applicable export authorizations, Buyer’s right to enter Seller’s premises shall be null and void.

29.2 WEEE Compliance. EU Directive 2012/19, recast, on waste electrical and electronic equipment (“WEEE”) and national laws and regulations implementing the WEEE directive, as amended from time to time, (collectively “WEEE Regulations”) provide for the marking, collection, recycling, take-back, recovery, treatment, and/or environmentally sound disposal of WEEE. Where Buyer imports, places on the market, resells, or distributes the Products to third parties, or where Buyer acts in a manner that would result in Buyer being deemed a “producer” of the Products within the meaning of any relevant WEEE Regulations, Buyer agrees that Buyer qualifies as and is deemed the “producer” of all such Products. Buyer shall be solely responsible for complying with all applicable WEEE Regulations in any jurisdiction in connection with all WEEE arising or deriving from the Products and for all associated costs. Buyer agrees that any subsequent re-transfer or re-export of equipment or technical data to a party, who was not identified to Seller at the time of the original export from the United States, to manage the collection, recycling, take-back, recovery, treatment, and/or environmentally sound disposal of WEEE, is subject to all United States export laws. Buyer shall be responsible for passing on to all successive buyers to the end-user terms consistent with and no less stringent than the terms set forth in: (i) this “WEEE Compliance” clause and (ii) the “Compliance with Export Laws” clause included in this Order. Buyer agrees to indemnify and hold harmless Seller, its

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officers, directors, employees, agents, parent, subsidiaries, and affiliates from and against any and all loss or liability for any and all claims, losses, demands, expenses, penalties or costs (including attorneys' fees) resulting from failure of Buyer to comply with this clause.

29.3 **RoHS Compliance.** Buyer shall include in its request for quote any request for compliance with the EU RoHS regulations (Restriction of Hazardous Substances in electrical and electronic equipment). Any such compliance requirements are to be mutually agreed by the Parties and incorporated in an Order. Except as may be negotiated in a particular Order, Seller makes no commitments regarding RoHS compliance.

29.4 **REACH Compliance.** Buyer shall include in its request for quote any request for compliance with the EU REACH regulations (Registration, Evaluation, Authorization and Restriction of Chemicals). Any such compliance requirements are to be mutually agreed by the Parties and incorporated in an Order. Except as may be negotiated in a particular Order, Seller makes no commitments regarding REACH compliance.

29.5 **CE Markings and Declarations.** Buyer shall include in its request for quote any request for compliance with EU Conformité Européenne (CE) directives. Any such compliance requirements are to be mutually agreed by the Parties and incorporated in an Order. Except as may be negotiated in a particular Order, Seller makes no commitments regarding CE compliance.