



2114 West 7th Street • Tempe, Arizona 85281 USA
Telephone 1.480.333.2200 • Fax 1.480.333.2540

Terms and Conditions of Sale, General

Revision 8.6.2021

1. GENERAL

All references to Seller herein shall mean Comtech Satellite Network Technologies, Inc. and all references to Buyer herein shall mean the customer named in a purchase order, quotation or proposal. All quotations from Seller shall be considered solicitations of offers. All orders placed by Buyer shall be considered offers which shall be deemed accepted upon notice thereof from Seller.

Buyer will provide Seller with a complete written authorization or purchase order (with frequencies and all other technical specifications required to manufacture the equipment to completion), containing necessary information, such as site name, type and quantity of product, requested delivery date and delivery instructions. Notwithstanding any terms or conditions which may be included in Buyer's purchase order form or other communication from Buyer, Seller's acceptance is conditional upon Buyer's assent to, or if this writing is construed as the offer, acceptance hereof is expressly limited to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any terms or conditions other than those set forth herein are hereby objected to by Seller and shall not become a part of the agreement of sale unless expressly agreed to in writing by Seller. Seller objects to all supplemental or inconsistent terms and conditions in any purchase order or other communication from Buyer. Seller's failure to object to any specific term or condition contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such term or condition. In the absence of Buyer's written acceptance of these terms and conditions, acceptance of or payment for purchases hereunder shall constitute an acceptance of these terms and conditions. The terms and conditions set forth herein shall be deemed incorporated (as though set forth in full) into any agreement of sale entered into between Seller and Buyer, unless otherwise modified in writing.

Seller quotations are not firm unless expressly indicated, with a specific period of time during which the quotation will remain firm on the face thereof. Seller reserves the right, without any increase in price, to modify the design and specifications of equipment designed by Seller, provided that the modification does not adversely affect the original performance specifications as specified by Seller or as requested by the Buyer. All orders are subject to prior credit approval. Stenographic, typographic and clerical errors are subject to correction.

2. SHIPPING AND HANDLING

Unless otherwise specified by Buyer and agreed to by Seller in writing, shipping and handling charges (e.g. Air, Parcel Post, and Common Carrier) will be included on the applicable invoice as a separately priced item to be paid by the Buyer. Freight charges are subject to frequent change and in consideration of Seller's agreement to hold to the charges stated, Buyer agrees to pay such amount without regard to the actual charges applicable at the time of shipment. It is understood that Seller will not provide the Buyer with any copies of carrier freight bills. All packaging and packing shall be in accordance with ASTM D3951. Special export packaging, packing or crating, as required, will be quoted separately.

3. DELIVERY AND TITLE

Unless otherwise specified, all deliveries and risk of loss shall be determined in accordance with Ex Works as per Incoterms 2010. All deliveries shall be F.O.B. at the Seller's facility. Shipping or delivery dates are best estimates only and subject to change based on Seller commitments at the time Buyer's purchase order is received and accepted. Seller reserves the right to make deliveries in installments, and contracts shall be severable as to such installments. A delay in delivery or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. Claims for shipment shortage or damage shall be deemed waived unless presented to Seller in writing within ten (10) days of delivery of each shipment, and failure to make any claim within ten (10) days after receipt of each product covered hereunder shall constitute an irrevocable acceptance thereof. Risk of Loss and Title to the products shall pass to Buyer upon shipment Delivery at F.O.B. Seller's Facility; however, Buyer grants to Seller a purchase money security interest and right of possession in the products until Buyer makes full payment. Seller's rights to enforce such purchase money security interest and its right of possession shall be non-exclusive remedies. Buyer agrees to cooperate as necessary to assist Seller in perfecting such security interest, upon request. Seller reserves the right to deliver early.

4. COMMERCIAL WARRANTY

Seller manufactured products are warranted against defects in material and workmanship for a specific period from the date of shipment, and this period varies by product.

Seller must be promptly notified in writing upon the discovery of any defect. To be considered for warranty any Good must be returned with a Return Material Authorization (RMA) to Seller's place of origin, transportation charges prepaid, within thirty (30) days after failure. Seller's obligation under this warranty is limited to, at the Seller's discretion, replacing or repairing or giving credit for any of said Goods and which are, after examination, determined by Seller to be



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defective. Seller will pre-pay return freight charges on repaired and replaced products found to be defective. In the event of a defect during the warranty period, Buyer will return item to the Seller depot repair facility for repair or replacement. The return of Goods under this warranty that are found by the Seller to be free from defect, or to have been damaged by anyone other than the Seller, may be subject to an evaluation charge. Repair at Seller's option may include the replacement of parts or equipment and all replaced parts or equipment shall be the property of Seller. Any Goods repaired or replaced under this warranty shall be warranted only for the remainder of the original product's warranty period or ninety (90) days, whichever is greater. This warranty shall not apply to any Goods which shall have been repaired or altered, except by Seller or which shall have not been maintained in accordance with any handling or operating instructions supplied by Seller or which shall have been subjected to extensive physical or electrical stress, misuse, abuse, negligence, improper installation, facility power loss or accidents. The aforementioned provisions do not extend the original warranty period of any Goods, which have either been repaired or replaced by Seller. This express warranty is extended by Seller to the original Buyer for commercial, industrial or governmental use, but not to any transferee. Such action on the part of Seller shall be the full extent of Seller's liability and Buyer's EXCLUSIVE REMEDY for breach of warranty or for any other defects in the products. Expenses of Buyer such as travel expenses are not covered by this warranty. This warranty extends only to products manufactured by Seller, and it is expressly conditioned upon the equipment having been installed in accordance with the installation practices accepted by the telecommunications industry, the standard installation and configuration practices recommended by Seller, and the equipment having been maintained in accordance with Seller's recommended standard maintenance practices. Frequency products are excluded, but carry their own separate limited warranties as authorized by the Buyer and Seller. Because each system is unique, Seller disclaims liability for range, coverage, or operation of a system as a whole under this warranty except by a separate written agreement signed by an officer of Seller. On all repairs performed on Out-of-Warranty Goods, Seller warrants all labor and materials utilized in the repair/servicing of the Goods to be free from defects for a period of three (3) months.

This warranty is stated in lieu of all other warranties, express, statutory or implied, or otherwise made including but not limited to the warranty of merchantability and fitness for a particular purpose and of all other obligations or liabilities on Seller's part in connection with the sale of said products, Seller neither assumes nor authorizes any other person to assume for seller any other obligation or liabilities in connection with the sale of the product(s).

5. REPAIRS NOT COVERED BY WARRANTY

For all repairs not covered by Seller's warranty, Buyer shall contact Seller to request the issuance of a Return Merchandise Authorization (RMA). Seller will only issue an RMA after receipt from Buyer of a written Purchase Order that contains the authorization for the Test and Evaluation Fee and designating the freight forwarder, specifying either "pre-pay and add" or "freight collect" terms, to ensure the return of the equipment. Seller will then issue written authorization permitting Buyer to return the equipment. Buyer may then return the equipment to Seller for repair at Buyer's expense. Upon receipt of the equipment Seller shall perform testing and evaluation, and, thereafter, Seller will provide Buyer with a written Repair Quote. All Repair Quotes are valid for 60 (sixty) days from the date of issuance. Buyer must then either issue a Purchase Order for the total amount of the repairs or issue a written authorization to Seller to return the unit "as is." The unit will then be returned to Buyer according to the freight terms listed in Buyer's Test and Evaluation Purchase Order.

Where Buyer has not provided Seller with a Purchase Order authorizing repair, within 180 (one-hundred eighty) days from Seller's issuance of the Repair Quote, or directed that the equipment be returned "as is" at Buyer's expense, Buyer then shall be deemed to have "abandoned the equipment." Thereafter, Seller is hereby authorized to dispose of the "abandoned equipment." Where Seller disposes of "abandoned" equipment, Buyer expressly indemnifies, holds harmless, waives, and releases Seller from any and all claims, losses or damages resulting or relating to Seller's disposition of Buyer's "abandoned equipment."

On all repairs performed on Goods not covered by Warranty, Seller warrants all labor and materials utilized in the repair/servicing of the Goods to be free from defects for a period of three (3) months.

This warranty is stated in lieu of all other warranties, express, statutory or implied, or otherwise made including but not limited to the warranty of merchantability and fitness for a particular purpose and of all other obligations or liabilities on Seller's part in connection with the sale of said products, Seller neither assumes nor authorizes any other person to assume for seller any other obligation or liabilities in connection with the sale of the product(s).

6. BUYER'S LICENSE TO USE

Seller hereby grants to Buyer a non-exclusive, perpetual, irrevocable, world-wide, fully paid up royalty-free license to use the goods in performance of Buyer's contractual obligations to its customer, including the right to copy any technical



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data and computer software delivered under the Purchase Order and the right to deliver such technical data and computer software to Buyer's customers, if it is a required deliverable under Buyer's contract with its customer.

7. PATENT AND COPYRIGHT

Seller agrees to defend, at its expense, any suits against Buyer based upon a claim that any products furnished directly infringe a United States patent or copyright. Seller agrees to pay costs and damages finally awarded in any such suit, provided that Seller, is notified promptly in writing of the suit and, at Seller's request and at its expense, is given control of said suit and all requested assistance for defense of same. If the use or sale of any products furnished hereunder is enjoined as a result of such a suit, Seller, at its option and at no expense to Buyer, shall obtain for Buyer the right of use or sale for said product(s) or shall substitute an equivalent product reasonably acceptable to Buyer and extend this indemnity thereto, or shall accept the return of product(s) and reimburse Buyer the purchase price thereof, less a charge for reasonable wear and tear. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any patent or copyright by the combination, operation, or use of any equipment or associated software in a manner for which it was not designed nor contemplated; or any modification of any equipment or associated software by the Buyer or any third party that causes the equipment or associated software to become infringing, nor does it extend to any products of Buyer's design or formula. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER FOR PATENT OR COPYRIGHT INFRINGEMENT.

Buyer shall not Decompile, reverse engineer, disassemble, trace or otherwise analyze the Product or Software, their content, operation, or functionality; Modify, adapt, or translate the Product or Software, nor create derivative works based on the Product or Software; or Disclose any proprietary information regarding the Owned Assets to any other persons or companies without Seller's prior written approval. Buyer agrees to defend, at its expense, any suits against Seller based upon a claim that any products furnished directly infringe a United States patent or copyright if using not as intended. Buyer agrees to pay costs and damages finally awarded in any such suit.

8. PAYMENT

For domestic shipments, Seller's standard terms of sale are net thirty days of invoice date, subject to the approval of Seller. For export shipments, the standard payment terms are irrevocable Letter of Credit (in accordance with Seller. Letter of Credit Guidelines) or Cash in Advance (as described below), unless Seller has, prior to its acceptance of Buyer's purchase order, approved in writing other credit arrangements. All payments, whether by Letter of Credit or Cash in Advance, shall be made in U.S. Dollars (US\$) by electronic funds transfer. All orders on terms of Cash in Advance require a 25% payment upon placement of the order and the balance shall be paid prior to shipment. Exceptions to the payment terms included herein shall be subject to the prior consideration and written approval of Seller. The Buyer shall make payments in full to Seller at the address stated on the Seller invoice or as otherwise specified in writing by Seller. Overdue payments are subject to a service charge of 1.5% per month or the maximum legal rate, whichever is lower. To the extent permitted by applicable law, Buyer agrees to pay any and all costs and disbursements, including reasonable attorney's fees, incurred by Seller in legal proceedings to collect overdue invoices or enforce indebtedness. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved, Seller reserves the right to suspend or limit performance until all past due sums are paid or demand payment of the full amount remaining unpaid under this Agreement, which amount shall become immediately due and payable and Seller may exercise any or all remedies available to it under applicable law and the Agreement. Buyer agrees that any and all costs or disbursements may be added to the total invoice amount already due at time of placement with an attorney or collection agency. Seller may at any time suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.

9. PRICES AND TAXES

Except for the amount, if any, of tax stated in a Seller proposal, the prices set forth in a Seller proposal are exclusive of any amount for federal, state, local, excise, sales, use, property, retailers, occupation, in-country, import, VAT or similar taxes or duties, which are now or may thereafter be imposed (whether by foreign, federal, state, municipal or other public authority), with respect to the sale of the Goods and Services or this order itself. Such prices are also exclusive of all government permit fees, license fees, customs fees and similar fees levied upon delivery of the Seller products and services. The Buyer shall be liable for all such taxes, duties and fees, regardless of whether or not the same are separately stated by Seller, and the Buyer shall pay the amount thereof to Seller or, in lieu thereof, the Buyer shall provide Seller with a properly executed tax exemption certificate acceptable to the taxing authorities prior to delivery of Seller product. The Buyer shall present the Seller with the appropriate documentation to justify exemption from Arizona, California, Florida, Illinois, and Virginia sales tax. If Seller is required to pay any such taxes, duties or fees, Buyer shall reimburse Seller immediately upon receipt of Seller's invoice thereof.



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10. FORCE MAJURE

Seller shall not be liable for any loss or damage hereunder due to unforeseen circumstances or to causes beyond its reasonable control, including without limitation, strikes, lockouts, riots, wars, acts of God, fires, floods, natural disasters, inability to obtain labor, delays caused by suppliers, subcontractors or other parties, material shortages, curtailment of or inability to obtain sufficient electrical or other energy supplies, licensing and/or exporting delays or compliance with governmental laws, delays in Federal Communications Commission ("FCC"), regulations or orders. Any such cause shall extend delivery dates to the extent of the delay incurred. Notwithstanding the preceding sentence, in the event Seller is unable to wholly or partially perform due to any cause beyond its control, Seller may terminate any contract without liability to Buyer. It is in particular expressly agreed that any refusal or failure of any governmental authority to grant any export license legally required for the fulfillment by the Seller of its obligations hereunder shall constitute an event of Force Majeure, provided said refusal or failure is not due to the fault or negligence of the Seller.

11. TERMINATION

Buyer may cancel any order due to the default of Seller upon thirty (30) day's prior written notice and failure to cure by Seller. Otherwise orders may be terminated by Buyer only with the specific approval of Seller and shall be subject to termination charges which shall include compensation for specific expenses and costs related to commitments already made in connection with the order and a reasonable allowance for the cost of overhead, general and administrative expenses and profit in accordance with Seller's standard accounting practices. Orders cannot be canceled by Buyer without the written consent of the Seller. In no event shall any order be canceled for any portion thereof manufactured or in the process of manufacture at the time request for modification or cancellation is received by Seller, except upon terms satisfactory to Seller which shall protect and indemnify Seller against all loss. The Customer will be required to pay the Supplier based on the following termination schedule:

- 15% AFTER ORDER PLACEMENT
- 20% AFTER 30 DAYS
- 50% AFTER 90 DAYS
- 100% AFTER 120 DAYS

12. CHANGES AND DELAYS

Orders may be changed or delayed by Buyer only with the specific approval of Seller and shall be subject to change or delay charges which shall include compensation for specific expenses and costs related to commitments already made in connection with the order and a reasonable allowance for the cost of overhead, general and administrative expenses and profit in accordance with Seller's standard accounting practices. Orders cannot be modified by Buyer without the written consent of the Seller. In no event shall any order be modified for any portion thereof manufactured or in the process of manufacture at the time request for modification is received by Seller, except upon terms satisfactory to Seller which shall protect and indemnify Seller against all loss. Change orders may also necessitate a change in the delivery schedule. In the event Buyer causes a delay in contract completion or delivery, Seller shall have the right to submit invoices at sales value for progress to date, and Buyer shall pay the invoiced amount and all necessary storage charges and other costs incurred due to such delay. Seller shall not be obligated to proceed with such change(s) until Buyer provides its written agreement to the change in purchase price and/or delivery schedule. Under no circumstances shall Seller be bound to accept any change proposed under this section.

13. ANTI-CORRUPTION OBLIGATIONS

The U.S. Foreign Corrupt Practices Act and similar anti-corruption and anti-bribery laws in other countries generally prohibit making, promising, or offering payments or gifts to government officials to obtain or retain business or to secure any improper business advantage. Buyer will not offer or make any payments or provide anything of value to a government official to influence an official action that awards business, retains business or secures an improper business advantage in connection with the products. In the event of an alleged breach of the anti-corruption obligations, the Buyer shall cooperate in good faith with Seller to determine whether an alleged breach occurred. In such case, the buyer shall furnish to Seller all information requested to establish compliance with the Buyer's anti-corruption obligations.

14. EXPORT REQUIREMENTS. EXPORT COMPLIANCE

Performance of this Purchase Order may involve the use of or access to articles, technical data or software that is subject to export controls set forth in the following: 22 USC 2751-2796, the Arms Export Control Act; 22 Code of Federal Regulations 120-130, International Traffic in Arms Regulations (ITAR); 50 USC 2401-2420, The Export Administration Act; and 15 Code of Federal Regulations 768-799, Export Administration Regulations; along with their supplemental laws and regulations collectively referred to as the "Export Laws and Regulations." Buyer represents and warrants that for all



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ITAR controlled Goods and Services, that it is a U.S. Person as that term is defined in the Export Laws and Regulations. Buyer shall comply with any and all Export Laws and Regulations and any license(s) issued there under.

Buyer shall not give any Foreign Personnel access to any ITAR controlled technical data, software or Defense Articles, or provide unauthorized Defense Service, utilizing Seller's goods or technical data, as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Seller. Any request for such information must state the intended recipient's citizenship and status under 8 USC 1101 and 8 USC 1324 (the Immigration and Naturalization Act), and such other information as Seller may reasonably request. No consent granted by Seller in response to Buyer's request under this Paragraph shall relieve it of its obligations to comply with the provisions of this Paragraph or the Export Laws and Regulations, nor shall any consent constitute a waiver of these requirements or this Paragraph, nor constitute consent for the Buyer to violate any provision of the U.S. Export Laws and Regulations. The products that Buyer obtains from Seller are subject to the jurisdiction of US export control laws and regulations, which include the Export Administration Regulation (EAR), International Traffic in Arms Regulations (ITAR) and Office of Foreign Assets Control (OFAC). Buyer understands that the export, re-export or re-transfer of Seller's Goods or technical data may require a U.S. export license or other approval. Buyer will not transfer the goods or technical data in violation of any U.S. export control law, including by making any exports or re-exports of Seller to the U.S. embargoed countries of North Korea, Cuba, Iran, Sudan, and Syria, or to other restricted destinations or parties that may be added to the restricted export list by the U.S. Government. Export Compliance guidelines and classification information for Seller's products are available by contacting Seller. Buyer acknowledges that the Goods will not be used in or for any nuclear, chemical, biological weapons or applications. In the event of an alleged breach of export controls, the Buyer shall furnish to Seller all information requested to establish compliance with U.S. Export Regulations.

Buyer shall indemnify and hold harmless Seller from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorney's fees and costs, arising out of any claim for Buyer's failure to comply with the requirements contained under this section or the provisions contained in the Export Laws and Regulations. Where Buyer has failed to perform in accordance with this section concerning Export Laws and Regulations, Buyer will be deemed to be in breach of the Purchase Order and these Terms and Conditions, and Seller may immediately terminate the Purchase Order. Upon request Buyer shall submit Seller's End User Statement ("EUS") completed and signed. Delay in providing a signed EUS for each Order may result in delay of acceptance by Seller.

15. SEVERABILITY

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

16. GOVERNMENT OR IN-COUNTRY LICENSING

The Buyer is solely responsible for obtaining any licenses or other authorizations required by the FCC, Federal Aviation Administration or any other government regulatory bodies, and for complying with their rules and with the rules and regulations of any other U.S. or foreign regulatory agency, whether federal, state, local or otherwise. Neither Seller, nor any of its employees, will be an agent or representative of the Buyer in such matters or otherwise. Seller may assist in the preparation of the license application by the Buyer; however, Seller's warranty shall not be modified to the detriment of Seller, and Seller shall have no liability to Buyer or any third parties arising out of or relating to Seller rendering technical advice, facilities or service in connection with such assistance.

17. APPLICABLE LAW

This Order and the performance hereunder shall be construed and enforced in accordance with the laws of the State of Arizona, United States of America, as applied to contracts entered into and performed within Arizona, by residents of Arizona, except for its conflict of law rules. The parties hereby agree that this document shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. BUYER HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE STATE AND/OR FEDERAL COURTS LOCATED IN THE STATE OF ARIZONA AND OF THE FEDERAL COURTS LOCATED IN THE NORTHERN DISTRICT OF ARIZONA, AND WAIVES ANY OTHER FORUM OR VENUE TO WHICH BUYER MIGHT BE ENTITLED BY DOMICILE OR OTHERWISE. This document is prepared and executed in the English language only and any translation of this document into any other language shall have no effect on effectiveness of or the interpretation of this document. Each party, waives all right to trial by jury of any claim arising with respect to this agreement or any matter related in any way. Buyer shall comply with all applicable laws, Executive Order, or regulations. Buyer agrees to indemnify and hold harmless Seller against any loss, cost, liability or damage by reason of Buyer's violation of any applicable laws, Executive Order or regulation.

18. LIMITATION OF REMEDY



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SELLER'S TOTAL LIABILITY IS LIMITED TO THE NET PRICE OF THE PRODUCTS SOLD HEREUNDER, EXCLUDING ANY CHARGES STATED SEPARATELY FROM THE PRODUCT PRICE ON THE INVOICE. BUYER'S SOLE REMEDY FOR LIABILITY OF ANY KIND, INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND PRODUCTS LIABILITY WITH RESPECT TO THE EQUIPMENT, SOFTWARE AND DOCUMENTATION FURNISHED HEREUNDER IS TO REQUEST SELLER, AT SELLER'S OPTION, TO REFUND THE PURCHASE PRICE, EXCEPT THAT IN THE CASE OF A BREACH OF PRODUCT WARRANTY, THE BUYER'S SOLE REMEDY IS TO RETURN THE PRODUCT TO SELLER FOR REPAIR IN ACCORDANCE WITH SECTION 4 OF THESE STANDARD TERMS AND CONDITIONS OF SALE.

19. LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR INCREASED COSTS, LOSS OF PROFITS, LOSS OF GOODWILL, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON EVEN IF SELLER HAS BEEN ADVISED OF POSSIBILITY OF DAMAGES AGAINST THE BUYER. THESE LIMITATIONS APPLY EVEN IF THE EXCLUSIVE REMEDIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SERVICES RENDERED.

20. LIMITATION ON BRINGING OF ACTIONS

NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT.

21. NO WAIVER

The failure of Seller to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions herein or to exercise any right, power or privilege hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one but shall apply solely to the instance to which the waiver is directed.

22. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this order shall be settled by arbitration in the City of San Francisco, State of California in accordance with the commercial rules of the American Arbitration Association by arbitrator appointed in accordance with those rules. The determination by arbitrator shall be final in binding and shall be enforceable in any court of competent jurisdiction.

23. INDEPENDENT CONTRACTOR

The Seller's relationship with the Buyer is that of an independent contractor and nothing in this Agreement will be construed to create a joint partnership, joint venture, agency or employer-employee relationship.

24. US GOVERNMENT ORDERS

The provision of Executive Order No. 11246 of September 24, 1965, as amended, regarding equal employment opportunity, and the rules and regulations issued pursuant thereto, are incorporated herein by reference. Any other US Government procurement regulations which are required to be included shall be specifically and separately agreed to in writing prior to incorporation into the final agreement of sale.

25. SELLER'S INTELLECTUAL PROPERTY RIGHTS

The Purchase Order does not confer or grant to Buyer, in any manner whatsoever, any patent, trademark, trade secret, mask work, copyright or other intellectual property right held by Seller. All inventions, discoveries, copyrights, proprietary information, technical communications and records originated or prepared by Seller pursuant to Buyer's Purchase Order and/or Buyer's Statement of Work, including but not limited to papers, reports, charts, computer programs, and other documentation of improvements thereto, and including Seller's administrative communications and records shall be the Seller's exclusive property and Seller shall retain all intellectual property rights thereto. Intellectual Property Rights to all hardware, software, or other materials developed or otherwise obtained by Seller for the purpose of fulfilling the terms of Buyer's Purchase Order or Statement of Work, shall remain the exclusive property of the Seller. If Seller creates derivative works of existing products, Seller shall retain the Intellectual property rights to the pre-existing work and shall own the intellectual property rights to any derivative products. Under no circumstances shall any products or research and development provided by Seller to Buyer be considered "works for hire."



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The rights of the U.S. Government in technical data, computer software and inventions pertaining to the goods and/or services delivered under the Purchase Order are set forth in the applicable FAR and DFARS clauses, subject to Seller's reservation of rights.

26. CONFLICT OF MINERALS

Seller is hereby notified that in accordance with Section 1502 of the Dodd-Frank Wall Street and Consumer Protection Act certification shall be provided to the Buyer that product(s) / component(s) supplied are "DRC Conflict Free". Conflict Minerals are those minerals, including cassiterite, columbite-tantalite (coltan), gold, wolframite and their derivatives (limited to tantalum, tin, and tungsten), that originated in the Democratic Republic of the Congo (DRC) or an adjoining country and financed and/or benefited armed groups.

27. PROTECTION OF PROPRIETARY INFORMATION

If a separate confidentiality, nondisclosure, or proprietary information agreement exists between Seller and Buyer, which relates to the subject matter of the Purchase Order, then confidential or proprietary information furnished by one party to the other party shall be protected pursuant to such agreement, and this Paragraph shall not apply.

For purposes of this Paragraph, "Information" shall mean information disclosed to Buyer by Seller, in connection with this Purchase Order, which is identified by one party as being proprietary, or which is information that a reasonable person would understand to be such information. Examples of "proprietary information" include, but are not limited to, customer lists, pricing policies, market analyses, business plans or programs, software, specifications, manuals, notes, annotations, performance data, designs, drawings, processes, data reports, test reports, and photographs; and engineering, manufacturing, or technical information related to Seller's products, services, equipment or processes as well as duplicates, copies or derivative works thereof. Data and information provided by Seller shall be considered proprietary only when marked "proprietary." Seller's proprietary data and information will be used by Buyer only upon approval of Seller.

Buyer's obligations with respect to Proprietary Information disclosed hereunder prior to the performance in full, termination or cancellation of the Purchase Order shall not be affected.

28. SPECIAL CONDITIONS OF QUOTATION AND SALE

Supplementary to the above terms and conditions of sale, circumstances which require quotation of special terms and conditions of sale are available from Seller (Sales and/or Bid & Quote Departments) relating to the following: (A) Installation services (weather, employees, normal workday, FCC construction permits, realignment of existing equipment coordination, relocation of plant and equipment); (B) Frequency coordination (Buyer provided frequencies, Seller proposed frequency plan) and path survey (Buyer path survey, Seller proposed path survey); (C) Seller provided antenna installations of Buyer (antenna pipe mount, waveguide bridge, indoor waveguide runs, accessibility to building work areas, modification to Buyer's or Owner's premises, existing towers); (D) Seller provided towers (grounding (REA), tower lighting, modification to Buyer's or Owner's premises); (E) Seller provided roof mounted towers (roof reinforcing, transmission line entry, plot terrain, site accessibility, clearing and grading, tower load, future antenna loading); (F) Construction and/or civil work; (G) Dangerous or hazardous work conditions or environment; (H) PCS or PCN relocation services and related engineering services.

Seller reserves the right to adjust the quoted price for any unique or special requirements requested by the Buyer.

29. NO ASSIGNMENT

Buyer shall not assign any interest in the contents of this quotation without the prior written consent of Seller which consent shall not be unreasonably withheld. Any attempt by the Buyer to assign any of the rights or obligations of the Agreement without such consent is void.

30. COMPLETE AGREEMENT; INTERPRETATION

Buyer acknowledges that Buyer has read and understands these Standard Terms and Conditions of Sale as stated and agrees to be bound by them and that these are the complete and exclusive statement of the agreement between the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter. No modification hereof shall be binding upon either party unless such modification is in writing signed by duly authorized representatives of the parties. If any part of the terms and conditions included herein is deemed contrary to, prohibited by or invalid under applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect as far as possible. All headings contained in these terms and conditions are for reference purposes only and shall not in any way affect the meaning or interpretation of these terms and conditions.