

## VT iDirect Standard Terms and Conditions of Sale

The following terms and commitments will apply to the purchase order (“Purchase Order”) accepted by VT iDirect, Inc. (“iDirect”) between your company (“Customer”) and iDirect (“Agreement”) (each referred to as a “party”).

1. **Export Controls.** Customer shall comply with, and shall, at iDirect’s request, demonstrate compliance with all applicable export laws, restrictions, and regulations of any United States of America or foreign agency or authority. Customer shall not export or re-export, or allow the export or re-export of any product, technology or information it obtains pursuant to this Agreement (or any direct product thereof) in violation of any such laws, embargoes, restrictions or regulations.

2. **Indemnification; Limitations of Liability; and Disclaimers.**

a. Each party (the “Indemnifying Party”) shall indemnify, defend and hold the other party (the “Indemnified Party”) harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or relation to any third party claims, cause of action, lawsuits or other proceedings, regardless of legal theory, the result, in whole or in part, from the Indemnifying Party’s (or any of the Indemnifying Party’s subcontractors, suppliers, employees, agents, or representatives): (i) intentional misconduct, gross negligence, or fraud, or (ii) breach of any representation, warranty or covenant set forth in Sections 1 or 3.

b. The indemnification obligations of the Indemnifying Party are contingent upon the Indemnified Party providing the Indemnifying Party with (i) prompt written notice of any such claim, action or demand; (ii) sole control of the defense or settlement thereof, provided that the Indemnified Party may participate in any suit for which indemnity is sought with counsel of its own choice; and (iii) reasonable assistance in such defense or settlement thereof, for which the Indemnifying Party shall pay reasonable out-of-pocket costs and expenses.

c. EXCEPT FOR BREACHES OF SECTIONS 1 AND 3, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL IDIRECT’S LIABILITY FOR ANY DAMAGES TO CUSTOMER OR ANY THIRD PARTY EVER EXCEED THE AMOUNTS PAID PURSUANT TO THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

3. **Software.**

a. Subject to the terms of this Agreement, iDirect grants to Customer a limited, revocable, non-exclusive, non-transferable non-sublicenseable right and license to use any proprietary software delivered by iDirect pursuant to this Agreement (“Software”), solely as embedded upon the particular equipment on which it is installed, and solely for the operation of a communications network owned or under the control of Customer in accordance with the applicable documentation. Except as set forth in this Agreement, iDirect and its licensors retain all right title and interest in and to the intellectual property rights in the products and Software.

b. Customer shall not, and shall not allow any third parties to, directly or indirectly: (i) modify, translate, create derivative works of or based on any Software, except as expressly authorized by iDirect in writing; (ii) delete, alter, add to or fail to reproduce in and on any goods, software, or technology delivered pursuant to this Agreement, any copyright or other notices appearing in or on any hardware or service provided by iDirect or which may be required by iDirect at any time in accordance with this Agreement; (iii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code or object code or the underlying ideas, algorithms, structure or organization of any Software or components thereof, except to the extent that this provision is expressly prohibited by applicable statutory law; (iv) disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to such Software; (v) use the Software on any equipment not provided by iDirect; or (vi) reproduce or copy Software in whole or in part, except as expressly authorized in writing by iDirect.

c. Customer understands and acknowledges that iDirect may deliver certain third party software together with the Software. Such third party software is not licensed pursuant to the provisions set forth above. Customer shall have only such rights and/or licenses, if any, to use such third party software as are set forth in the relevant terms available at <http://tac.idirect.net>.

4. **Right to Use as a Commercial Item.**

If Customer is part of an agency, department, or other entity of the government of the United States of America (“Government”), the use, duplication, reproduction, release, modification, disclosure or transfer of the provided Software or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software and related documentation is a “commercial item”, “commercial computer software” and “commercial computer software documentation.” The use of the Software and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto. Whether or not Customer is a Government entity, Customer acknowledges and agrees that it only obtains such rights to use the goods, software and other technology provided by iDirect as are set forth in this Agreement.

5. **Warranty and Support**

The goods, software, and technology provided pursuant to this Agreement are subject to the limited warranties set forth at <http://www.idirect.net/idirect-limited-warranty.aspx>. Customer may obtain maintenance and support by submitting Purchase Orders, which Purchase Orders shall be subject to iDirect’s standard maintenance and support policies and procedures available at <http://www.idirect.net/~media/Files/Solution%20Overviews/iDirect-iSupport-05282013.pdf>.

## 6. Confidentiality

Except as otherwise provided in this section, Customer and iDirect each agrees that all business, technical and financial information it obtains from the other party that is designated as confidential or proprietary in writing, or is disclosed in such a manner that a reasonable person would understand the nature and confidentiality of the information disclosed, is and shall be the confidential property of the disclosing party and its licensors (“**Confidential Information**” of the disclosing Party). Confidential Information shall not include information that: (a) is previously rightfully known to the receiving Party without restriction on disclosure, (b) hereafter becomes known to the general public, through no act or omission on the part of the receiving Party, (c) is disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (d) is independently developed by the receiving party without reliance on the Confidential Information of the disclosing party. Except as expressly and unambiguously allowed herein, the receiving party will not use or disclose the Confidential Information of the disclosing party except as expressly permitted herein and will hold in confidence the Confidential Information of the disclosing party using the same degree of care as it holds its own confidential or proprietary information, but no less than a reasonable degree of care. If required by law, rule, requirement, regulation or order of any government or government agency or court, the receiving party may disclose Confidential Information of the disclosing party, but to the extent lawful, will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing Party to intervene and to request protective orders or other confidential treatment therefore. The parties acknowledge that money damages will not be an adequate remedy if this provision is breached; therefore either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach without the necessity of posting any bond or surety.

## 7. General

Customer shall pay all municipal, state, county, federal and foreign taxes including, but not limited to, value added, excise, sales, use, withholding or consumption taxes, customs duties, other governmental charges or other taxes which may be levied upon the sale, license or transfer, ownership or installation of goods, software, or technology. All shipments of goods, software or technology purchased or licensed pursuant to this Agreement will be made, (a) if Customer elects to use its own freight forwarder, FCA iDirect’s designated facility, and (b) if Customer elects to use iDirect’s designated freight forwarder, CPT foreign air or ocean port of arrival (as defined in Incoterms 2010). Except for title to Software, title to products will pass upon delivery in accordance with the applicable Incoterm 2010. All such products will be packaged for shipment in accordance with iDirect’s standard practices and iDirect shall exercise reasonable efforts to meet the delivery dates set forth in accepted Purchase Orders. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to, or application of, rules or principles regarding conflicts of law or to the United Nations Convention on the International Sale of Goods. For purposes of all claims brought under this Agreement, each of the parties hereby irrevocably submits to the exclusive personal and subject matter jurisdiction of the state and federal courts located in Fairfax County and Alexandria, Virginia. Notwithstanding the foregoing either party may seek injunctive relief from any court of competent jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys’ fees. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement. Customer’s performance (or lack thereof) of any provision in this Agreement shall not affect iDirect’s full right to require such performance at any time thereafter; nor shall the waiver by iDirect of any breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. Customer may not assign this Agreement without iDirect’s prior written consent and any attempted or purported assignment by Customer shall be null and void. This Agreement is the complete and exclusive statement of the agreement between iDirect and Customer, which supersedes any proposal or prior agreement, oral or written, any terms that appear on Purchase Orders and any other communications between the parties in relation to the subject matter of this Agreement. This Agreement may only be modified by an instrument in writing duly executed by an authorized representatives of Customer and iDirect.