

## STANDARD TERMS AND CONDITIONS OF SALE (AGREEMENT)

**1. Definitions.** The term "ST Engineering iDirect" refers to the entity designated on the quote ("Quote") or purchase order ("Purchase Order") and its Affiliates (collectively, "ST Engineering"). The term "Affiliate" means (i) any corporation directly or indirectly controlling, controlled by or under common control with (to the extent of fifty percent (50%) or more of its issued capital stock entitled to vote for the election of directors) a Party to this Agreement or (ii) any partnership, joint venture or other entity directly or indirectly controlling, controlled by, or under common control with (to the extent of fifty percent (50%) or more of voting power or otherwise having the power to control its general activities), a Party to this Agreement, but only for so long as such control shall continue to exist. A complete list of ST Engineering's Affiliates are available at <https://www.idirect.net/global-locations/>. The term "Customer" refers to the entity designated on the Quote or Purchase Order between Customer and ST Engineering accepted by ST Engineering. The term "Documentation" means ST Engineering's standard package of text and graphic materials, whether in print or in electronic form, related to the use, support and installation of Products. The term "Agreement" as used herein refers to the terms, conditions and warranties contained in this document. The term "Product" refers collectively to tangible goods in the ST Engineering portfolio "iDirect Products" and Newtec portfolio "Newtec Products" sold or provided by ST Engineering to Customer and as described on a Quote, Purchase Order or other offer. Each of ST Engineering and Customer a "Party" and, collectively, the "Parties." Unless a master or frame agreement has been previously executed by the Parties, the following terms and conditions shall apply.

**2. Acceptance.** ABSENT A MASTER OR FRAME AGREEMENT BETWEEN THE PARTIES, ST ENGINEERING'S ACCEPTANCE OF CUSTOMER'S PURCHASE ORDER IS SOLELY ACCEPTED ON THE FOLLOWING TERMS AND CONDITIONS OF SALE, WHICH ARE IN LIEU OF ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION PERTAINING TO CUSTOMER'S ORDER OR THE PRODUCTS. CUSTOMER'S ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT SHALL BE CONCLUSIVELY PRESUMED FROM CUSTOMER'S ACCEPTANCE OF ALL OR ANY PART OF THE PRODUCTS OR FROM PAYMENT BY CUSTOMER FOR ALL OR ANY PART OF THE PRODUCTS. NONE OF THESE TERMS AND CONDITIONS MAY BE ADDED TO, MODIFIED, SUPERSEDED OR OTHERWISE ALTERED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED EXECUTIVE OF ST ENGINEERING. FAILURE OF ST ENGINEERING TO OBJECT TO ANY TERMS OR CONDITIONS WHICH MAY BE CONTAINED IN ANY DOCUMENT OR FORM OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER OF THESE CONDITIONS, NOR AS AN ACCEPTANCE OF ANY SUCH TERMS AND CONDITIONS. PURCHASE ORDERS ACCEPTED BY ST ENGINEERING ARE SUBJECT TO CANCELLATION BY CUSTOMER ONLY UPON THE EXPRESS WRITTEN CONSENT OF ST ENGINEERING. ALL OFFERS AND QUOTES BY IDIRECT ARE NON-BINDING UNTIL ST ENGINEERING'S EXPRESS ACCEPTANCE AS PROVIDED HEREIN.

**3. Payment Terms.** Unless otherwise agreed in writing, all payments shall be made by the Customer in advance unless credit terms have been established where the payment terms are net thirty (30) days from the date of this invoice. All invoices shall be paid in U.S. dollars or the currency referenced in the applicable quote. Any payments not made within thirty (30) days of the date of the invoice shall be subject to a late payment charge on unpaid amounts equal to the lesser of 1.5% per month (18% per annum) or the maximum rate permitted by law. If Customer fails to make any payment when due to ST Engineering under this Customer Agreement or any other agreement between the Parties, such failure shall be deemed a material breach of this Agreement and ST Engineering, in addition to any other rights or remedies that it may have hereunder or under applicable law, shall have the right to suspend its performance of any or all of its obligations under this Agreement in ST Engineering's discretion, including but not limited to a suspension of applicable iSupport services and the delivery of software license updates and upgrades, or the suspension of any other services provided by ST Engineering, until such time that the payment breach is remedied by the Customer.

**4. Taxes.** In addition to paying the quoted purchase price, Customer is solely liable for any VAT, excises, levies or taxes which ST Engineering may be required to pay or collect, under any existing or future law, upon or with respect to the sale, license or transfer, ownership or installation of Products or delivery of services except for any taxes imposed upon the gross or net income of ST Engineering and Customer agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price. To the extent that Customer is required to withhold any portion of any amounts invoiced that are payable to ST Engineering, in lieu of payment to ST Engineering, Customer shall (i) properly and timely withhold only that amount that is required to be withheld under local law; (ii) pay the appropriate amount to the applicable taxing authority; and (iii) within seven (7) days submit to ST Engineering a receipt or certificate substantiating payment of said withholding amount on behalf of ST Engineering to the applicable taxing authority.

**5. Warranty.** ST Engineering warrants that the tangible Products manufactured by ST Engineering shall, during the Warranty Period, materially conform to ST Engineering's applicable Documentation in effect on the date of shipment, and shall perform free of material defects under normal use and service. The standard "Warranty Period" for iDirect Product is fifteen (15) months from the date of shipment and for Newtec Product is twelve (12) months from the date of delivery. On product embedded and upgradeable software, appliances and software applications is ninety (90) days, unless otherwise agreed to in writing. The warranty does not apply to items, normally consumed in operation, or which have a normal lifetime inherently shorter than the warranty stated above, such as, without limitation, fuses or lamps. Any defect due to normal wear and tear, caused by transportation or Force Majeure Events, or attributable to the Customer's improper use, neglect, storage, operation handling or maintenance of the Product or any part thereof, are excluded from the warranty. Customer may purchase extended warranty where available. ST Engineering makes no representations or warranties about third party products, but shall pass through any manufacturer or licensor warranties if permitted. In the event of a warranty claim during the Warranty Period, Customer shall notify at <https://support.idirect.net/csmportal> or email [tac@idirect.net](mailto:tac@idirect.net) for ST Engineering Product and <https://support.newtec.eu> for Newtec Products with the serial number and description of the problem and steps taken to resolve the issue. Customer agrees to strictly follow ST Engineering's standard warranty claim and RMA process. THE FOREGOING WARRANTY IS ST ENGINEERING'S SOLE WARRANTY WITH RESPECT TO THESE PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, ACCURACY, INTEGRATION, AND ALL WARRANTIES ARISING OUT OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED AND, EXCEPT AS EXPRESSLY WARRANTED HEREIN, ALL PRODUCTS ARE OTHERWISE PROVIDED ON AN "AS IS" BASIS. ST ENGINEERING'S LIABILITY FOR BREACH OF WARRANTY HEREUNDER IS LIMITED SOLELY TO THE REPAIR OR REPLACEMENT AT ST ENGINEERING'S OPTION, OF THE

DEFECTIVE PRODUCTS. THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF CUSTOMER AND THE SOLE LIABILITY OF ST ENGINEERING UNDER THIS WARRANTY.

**6. Packing and Shipping.** All shipments of iDirect Products purchased or licensed pursuant to this Agreement shall be made, (i) if Customer elects to use its own freight forwarder, FCA ST Engineering's designated facility, and (ii) if Customer does not make an election or elects to use ST Engineering's designated freight forwarder, CPT foreign air or ocean port of arrival (as defined in Incoterms 2020). All shipments of Newtec Products purchased or licensed pursuant to this Agreement shall be made EX Works ST Engineering's Belgium facility (as defined in Incoterms 2020). All Products shall be packaged for shipment in accordance with ST Engineering's standard practices. All loading, transportation, shipping, and related insurance costs shall be paid by Customer. ST Engineering shall prepay the shipping charges to the air or ocean port of arrival and invoice the Customer for those costs. For iDirect Products, the risk of loss or damage to the shipment while in-transit shall pass to Customer upon the Products, being loaded for shipment at ST Engineering has designated facility. For Newtec Products the risk of loss passes to the Customer during loading. Ownership of and title to Products shall pass to Customer, as applicable, upon transfer by ST Engineering to the carrier for shipment to Customer. Scheduled dates of delivery are determined from the date of ST Engineering's acceptance of any order or orders placed by Customer and are estimates of approximate dates of delivery, not a guarantee of a particular date of delivery. ST Engineering shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection, riot, epidemic, pandemic or other causes beyond the reasonable control of ST Engineering (each a "Force Majeure Event"). Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

**7. Software License.** ST Engineering grants to Customer a limited, revocable, non-exclusive, non-transferable non-sublicensable (unless otherwise indicated herein) right and license to use any ST Engineering proprietary software sold and/or delivered by ST Engineering 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. ST Engineering and its licensors retain all right title and interest in and to the intellectual property rights in the tangible Products, Software and all other intellectual property provided under Agreement. This Agreement shall not be construed to convey or transfer any ownership or proprietary interest in any intellectual property rights in the products to Customer or any other party, except as expressly licensed herein. There are no licenses by implication hereunder and ST Engineering reserves all rights not expressly granted. 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 ST Engineering in writing; (ii) delete, alter, add to or fail to reproduce any ST Engineering trademark, copyright or other proprietary notice of ST Engineering appearing in and on any Products; (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 other than the specific ST Engineering equipment on which it was provided by ST Engineering; or (vi) reproduce or copy Software in whole or in part, except as expressly authorized in writing by ST Engineering. ST Engineering may deliver certain third party software applications and/or code ("Third Party Software") together with the Software. Such Third Party Software is not licensed pursuant to the provisions set forth above and 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 <https://support.idirect.net/csmportal>.

**8. Support.** To the extent that support services are provided to Customer under this Agreement, the terms and conditions shall be provided with the applicable support service plan.

**9. Indemnification.** (a) Customer agrees to indemnify, hold harmless, and, at ST Engineering's option, defend ST Engineering from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of any claim or allegation by a third party involving (i) patent or intellectual property infringement arising from combining or using the Products in connection with facilities, services or equipment furnished by others; or (ii) failure to obtain, maintain, comply with and renew all required certifications, licenses and homologations (now existing or hereafter enacted or created) as required by this Agreement. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon ST Engineering in connection with the defense of any such claim. (b) ST Engineering shall defend, indemnify and hold Customer harmless against any costs, claims, damages or expenses incurred (and reasonable attorneys' fees in connection therewith), as well as amounts finally awarded in a settlement or by a final order of a court arising from any claim or allegation by a third party that ST Engineering's manufactured product or Software (collectively "Products") constitutes infringement or misappropriation of a valid USA or European Union, as applicable, patent issued prior to the Effective date, or any valid USA or European Union copyright, as applicable. If in ST Engineering's opinion, a Product is likely to become the subject of an injunction preventing use, ST Engineering may, at its option, (i) procure for Customer the right to continue using such Products, (ii) replace or modify such Products so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not available, then (iii) terminate this Agreement and the right to continue using Products, require the return of all allegedly infringing Products and refund to Customer a portion of the amounts paid by Customer in respect of such Products depreciated on a straight-line basis over two (2) years from the date of original shipment to Customer. The foregoing obligations of ST Engineering shall not apply with respect to third party claims or allegations of infringement that arise in whole or in part in connection with, as a result of, or that are direct at: (A) any modifications of Products not made by or behalf of ST Engineering; (B) any bundling combination, or integration of Products with any non-ST Engineering Products, processes, software, hardware or materials, if the applicable infringement claim would have been wholly avoided absent such bundling, combination or integration; (C) Customer continuing the allegedly infringing activity after ST Engineering has provided Customer with modifications that would have avoided the alleged infringement. (D) Customer's or a Customer's end-user's use of Products is incident to an infringement not resulting primarily from Products, (E) infringement or misappropriation of any intellectual property in which Customer has an ownership or other interest, or (F) use maintenance testing, combination of the Products other than in accordance with both the ST Engineering Documentation and requirements of the Agreement.

**10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 9, BREACHES OF SECTIONS 7, 11 AND 13, OR TANGIBLE PROPERTY DAMAGE, OR BODILY INJURY (INCLUDING DEATH) OF A PERSON ARISING FROM WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR FRAUD OR FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW, NEITHER PARTY NOR THEIR SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY

CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, SERVICES OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS; (C) FOR ANY FORCE MAJEURE EVENT; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THE PURCHASE ORDER.

**11. Confidentiality.** Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning this Agreement, Purchase Order, business, affairs, customers, clients or suppliers of the other party or of any member or Affiliate of the group of companies to which the other party belongs. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

**12. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, USA, or Belgium, or England and Wales as based on applicable jurisdiction of the ST Engineering entity issuing the acceptance under this Agreement, without regard to, or application of, rules or principles regarding conflicts of law or to the United Nations Convention on the International Sale of Products. 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 brought in the Commonwealth of Virginia the prevailing Party shall be entitled to recover costs and attorneys' fees. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT AND THAT OTHERWISE RELATES TO THIS AGREEMENT

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

**14. Corrupt Practices.** Customer warrants that it shall comply with all applicable foreign or domestic anti-bribery and/or anti-corruption laws, regulations and legislative and/or regulatory requirements, as amended from time to time, including but not limited to the US Foreign Corrupt Practices Act 1977, the Bribery Act 2010 of the United Kingdom, and/or any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "Anti-Corruption Laws"), and it shall not directly or indirectly, pay, offer, promise to pay or authorize the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws. Customer shall indemnify ST Engineering from any failure to comply with, or violation of, this Section 14 by Customer.

**15. Miscellaneous.** This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement. The covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. There are no third party beneficiaries under this Agreement. Customer may not assign this Agreement, and any attempted or purported assignment shall be null and void ab initio. If any provision or part-provision of the Agreement is or becomes invalid, illegal or

unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement. No waiver by either Party of any breach shall be effective unless expressly set forth in writing and signed by the Party against whom enforcement is sought. All notices related to this Agreement, including notices of default, breach or termination, must be delivered to the address specified in the relevant Customer Purchase Order or ST Engineering invoice, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by an internationally-recognized express mail service. A notice shall be considered given when delivered. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts.

**16. Special Provisions for Resellers.** If the entity designated on the offer or quote or applicable purchase orders reselling Products and Services, in addition to Sections 1 through 15, the following provisions apply to you ("**Reseller**"): (a) ST Engineering appoints Reseller as a non-exclusive one-time reseller of the Products to a person(s) or entity (ies) that places an order for the Products with Reseller (each an "**End User**") for this Purchase Order and Reseller agrees to act in that capacity subject to this Agreement. (b) Reseller does not have the right to appoint sub-resellers or sub-distributors and Reseller shall not distribute Products indirectly through other third parties. (c) ST Engineering grants to Reseller a non-transferable, non-exclusive right to use, sub-license, market and support the Products to the extent necessary for Reseller to perform its obligations under this Agreement. (d) ST Engineering grants to Reseller a non-exclusive, limited license to use the ST Engineering logo and name solely in connection with activities authorized by this Agreement and in strict accordance with ST Engineering's written trademark usage guidelines found at <https://www.idirect.net/partner-resources/terms-and-conditions/> (e) Reseller shall pass through to its End Users the terms and conditions of the ST Engineering End User License Agreement found at <https://www.idirect.net/partner-resources/terms-and-conditions/> which is hereby incorporated into the terms of this Agreement. (f) Reseller agrees and warrants that it shall: (i) comply with all applicable laws (including but not limited to policies and laws related to certification, homologation, licensing, and data privacy) in connection with the performance of its obligations pursuant to this Agreement; (ii) perform its obligations and conduct its business in a manner that reflects favorably upon ST Engineering and the Products; (iii) refrain from engaging in any illegal, unfair, misleading or deceptive trade practices, unethical business practices, and making any representation or warranty inconsistent with the specifications provided by ST Engineering; and (iv) keep full and accurate books and records of all payments made in respect of any Products supplied by ST Engineering, and to make all such books and records available to ST Engineering's duly authorized representatives as deemed necessary by ST Engineering to verify the Reseller's compliance with this Agreement. (g) Reseller shall indemnify, defend and hold ST Engineering, (and its officers, directors, employees, members, agents and affiliates) harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding brought by a third party relating to: (i) a breach or alleged breach by Reseller of any of its representations, warranties, covenants or obligations hereunder or pursuant to any of its agreements with an End User; (ii) infringement or misappropriation of any intellectual property rights by Reseller; (iii) any negligence or willful misconduct of Reseller or its representatives; or (iv) any other claim related to Reseller's performance under this Agreement.