

GENERAL TERMS AND CONDITIONS OF SALE OF EQUIPMENT AND SUPPLY OF SERVICES ("T&C's")

ARTICLE 1. DEFINITIONS

"Acknowledgement of Order" shall mean the express written acknowledgement by RFS TECHNOLOGIES, INC. of any Order in text form.

"Contractual Documents" shall mean all contractual documents governing relations between RFS TECHNOLOGIES, INC. and the Purchaser, detailing the terms and conditions of the sale of Hardware, license of Software and/or supply of Services, including in particular, in order of precedence: (i) the Acknowledgement of Order issued by RFS TECHNOLOGIES, INC. pursuant to Article 4 herein; (ii) the specific conditions and their appendices; (iii) these T&C's.

"CPU" means Central Processing Unit

"Equipment" shall mean the telecommunications products which RFS TECHNOLOGIES, INC. has accepted to sell under these General Terms and Conditions ("T&C's").

"Hardware" shall mean the tangible part of the Equipment.

"Order" means any document issued by the Purchaser ordering Equipment, Software, Hardware or Services from RFS TECHNOLOGIES, INC. or any RFS TECHNOLOGIES, INC. Affiliate.

"Purchaser" shall mean the purchasing company and any successor thereof.

"RFS TECHNOLOGIES, INC." shall mean a company incorporated in the USA having its registered office at 200 Pond View Drive, Meriden, CT, 06450, USA.

"RFS TECHNOLOGIES INC. Affiliate" shall mean an entity that (a) directly or indirectly controls RFS TECHNOLOGIES, INC., (b) is under the same direct or indirect ownership or control as RFS TECHNOLOGIES, INC., or (c) is directly or indirectly owned or controlled by RFS TECHNOLOGIES, INC.. For purposes of this definition, an entity is controlled by another if that other entity has fifty percent (50%) or more of votes in such entity, is able to direct its affairs, and/or is able to control the composition of its board of directors or equivalent body.

"Seller" shall mean RFS TECHNOLOGIES, INC.

"Services" shall mean the services defined in the Contractual Documents and to be provided by RFS TECHNOLOGIES, INC.

"Software" shall mean the machine readable (object code) version of the computer programs, either provided as a standalone product, or incorporated by RFS TECHNOLOGIES, INC. into Hardware to form an Equipment.

"Special-Order Product" means any Product (i) that RFS TECHNOLOGIES INC. procures or specially stocked for Purchaser (including Equipment and/or Hardware that are custom made, modified, altered, or includes special features), (ii) not readily saleable by RFS TECHNOLOGIES INC. to other customers, or (iii) identified by RFS TECHNOLOGIES INC. as non-cancellable or non-returnable.

ARTICLE 2. GENERAL

These T&C's shall govern the sales of Equipment, Hardware, license of Software and/or the supply of Services specified in the Order. The application of the Purchaser's general terms and conditions of purchase is expressly excluded. No amendment to these T&C's shall be considered as accepted unless and until Seller has previously agreed it to in writing. Acceptance, Formation, and Modification. The following Seller terms and conditions of sale apply to all offers (as defined below) and sales made by Seller, except as otherwise agreed in writing

and mutually signed by duly authorized representatives of each party. A written communication issued by Seller to the Purchaser that incorporates the T&C's (whether labelled "quote", "proposal", "acknowledgment", or otherwise, any of which is collectively or individually referred to as an "Offer") is an offer to sell the Equipment and/or Services exclusively on the offered T&C's. These T&C's are conditional upon Purchaser's acceptance of these T&C's exclusively. These T&C's are the only terms upon which Seller transacts with Purchaser and shall prevail over any of Purchaser's terms. Any terms proposed by Purchaser that are additional or different from these T&C's in any way are expressly rejected by Seller and do not constitute a counteroffer. Seller's failure to object to any term in any communication or document from Purchaser, received before, after, or on the date of these T&C's, including provisions appearing in, incorporated by reference in, or attached to Purchaser's purchase order, does not constitute an acceptance thereof or a waiver of any of these T&C's. All transactions, including electronic commerce, between Purchaser and Seller will be governed solely by these T&C's, notwithstanding any conflicting or additional terms on Purchaser's website, portal, or application, or any purported acceptance of such conflicting or additional terms by Seller. Any act by Seller (including commencement of production or shipment) is conditioned upon these T&C's and does not constitute acceptance of any terms different or additional to the T&C's. Any act by Purchaser including, but not limited to, Purchaser's issuing a statement of work, issuing a nomination letter, providing specifications, issuing or placing an Order to purchase any Equipment or Services, accepting delivery of any Equipment or Services, paying for any Equipment or Services, or indicating in some other manner Purchaser's acceptance of Seller's Offer, constitutes Purchaser's acceptance of these T&C's. None of these T&C's may be added to, modified, superseded, or otherwise altered unless approved by Seller in a writing signed by a duly authorized representative of Seller.

ARTICLE 3. OFFERS

Offers and quotations made by Seller or any Seller Affiliate shall be valid for the period specified in the Offer or quotation, as applicable, or failing that, for a maximum period of thirty (30) days from date of submission to the Purchaser. The prices, price lists, information and technical specifications contained in Seller's website/portal, catalogs and/or brochures are given for information purposes only and shall not be binding on Seller. Seller may modify such information as it may deem necessary.

ARTICLE 4. ORDERS

All Orders shall be sent to Seller either in writing or through a Seller e-commerce website as applicable. Any Order placed by Purchaser shall meet or exceed the minimum order value of \$1000. A surcharge of \$100 may be added to any Order below this threshold. No Order shall be binding on Seller until the issuance of an Acknowledgement of Order by Seller to Purchaser.

Purchaser may request modification of an Order if received by 12 p.m. Eastern time, within two days after Seller issues its Acknowledgement of Order, which modification is subject to Seller's approval and issuance of an updated Acknowledgement of Order. Purchaser may request in writing changes to the specifications, fit, form, function, appearance, or performance of the Equipment and Services. Seller may refuse the request if it is not feasible or would substantially affect Seller's performance or cost. In that case, Seller shall within a reasonable time advise Purchaser of the expected impact on cost, timing or other term of performance. Thereafter, Purchaser and Seller shall negotiate in good faith on the cost of implementing the change and an adjustment to price, schedule, or

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other term of performance. If the parties are unable to reasonably agree on an equitable adjustment, Seller may either: (a) proceed with the change and equitably adjust the price, schedule or other relevant terms to account for the impact of the change; or (b) decline to proceed with the change and be equitably compensated for costs incurred in expectation of an agreement, including but not limited to, compensation for engineering or tooling costs.

Purchaser may not issue either a partial or entire cancellation request of an Order once Seller issues its written Acknowledgement of Order. Limited exceptions may be granted by Seller before Order is shipped to Purchaser, determined in Seller's sole discretion as follows:

for standard catalog products, Seller may then charge a cancellation fee at the higher of either 20% of the cancelled part of the Order value, or the maximum permitted by regional law; for Special Order Products, Seller may require that Purchaser pay or reimburse Seller the purchase price of the Special-Order Products plus any associated cancellation fees.

Seller shall be liable for the length indication stated in the packing list but not for the cable length marking which is a non-calibrated indicator only; Seller assumes no liability for cable length tolerances of up to +/- 1% as these are beyond the measurement equipment accuracy.

Seller may terminate this Order in whole or in part, with or without cause, upon 60 days' advance written notice to Purchaser.

ARTICLE 5. DELIVERY - RISKS – INSURANCE - TITLE

(i) The Equipment shall be delivered in accordance with Ex Works (Seller's factory) INCOTERM® 2020, unless otherwise specified in the Contractual Documents. Title and risk of loss shall vest in Purchaser upon delivery of the Equipment to a common carrier. Purchaser grants Seller a security interest in the Equipment specific in an Order and replacements thereto to secure payment of any or all amounts outstanding from time to time. Seller may file, at Purchaser's expense, any financing statements or other documentation pursuant to perfect or evidence the Seller's security interest.

(ii) In the event Purchaser delays delivery on part or all of an Order (whether in one update or cumulatively) by more than 30 days from Seller's original Order acknowledgement ship date, for open PO's accepted by Seller, not yet shipped, nor invoiced, Seller may change prices on the relevant Orders. In this event, Seller will consult Purchaser to discuss justification, provide an updated quote and will not ship Products unless and until Seller receives an updated replacement Order with the updated pricing. If the parties do not agree on renewed pricing and ship date, Seller may terminate the Order. If Purchaser does not take delivery of the Equipment once Seller has made it available for delivery, Seller shall have the right to claim liquidated damages from Purchaser at 0.2 % of the Order value per day, limited to 30% of the Order value. The liquidated damages shall be payable immediately upon receipt of a corresponding invoice. Seller may set off from any payment by Purchaser for any unpaid liquidated damages. Seller has the right to claim compensation for any cost, expenses, and damages, including but not limited to covering purchase, related transportation cost and labor cost, incurred as a result of Purchaser's delay in releasing the Order for delivery, if such damage exceeds the aggregate of the liquidated damages paid or payable by Purchaser to Seller. The purchaser shall contract necessary insurance policies to cover

the risk related to the delivery accordingly.

ARTICLE 6. LEAD TIMES

Unless otherwise agreed between the parties and subject to the relevant provisions in the Contractual Documents, the time periods for delivery shall start when (i) the Acknowledgement of Order has been issued by Seller, and (ii) the advance payment has been made if required by Seller, or alternatively the confirmed Letter of Credit (if any) has been opened and has been accepted by Seller. All lead times are given for information purposes only. No delay in delivery or incomplete delivery shall justify cancellation of the Order by Purchaser or constitute grounds for claiming penalties, liquidated damages or any kind of compensation or indemnification. Seller will provide its best effort to deliver Orders at given lead times whenever possible. However, Seller shall automatically be released from any commitment relating to lead times in the event Purchaser breaches any of its obligations. In the event of market circumstances outside of Seller's control (e.g. global shortages on freight capacity, supply chain, labor support, unpredictable price variations, unpredictable political crises or wars), these dates are subject to potential updates, which would be communicated to Purchaser by Seller. In such events, Seller shall be entitled to prolong the respective delivery accordingly and shall not be in breach of its commitments herein.

ARTICLE 7. PRICES AND TAXES

Prices for the Equipment and/or Services are quoted for the quantities set forth in the Contractual Documents and shall be paid in the currency specified in the Contractual Documents.

Except as provided for herein, prices for Equipment are firm up to the date set out in the Contractual Documents. Any obvious errors are not binding on Seller. Seller shall be entitled to adjust the prices on the basis of raw materials price development under the relevant globally recognized index (e.g. London Metals Exchange). In addition, for instances where there is no globally recognized index for circumstances involving a significant increase or decrease (meaning a change of 5% or more) in tariffs, levies, duties, freight/importation cost, raw materials, supplier pricing, or a material exchange rate fluctuation, Seller retains the right to require a price change and will consult Purchaser in due time to discuss justification. In such event, Seller will provide an updated quote or price and will not ship Equipment or provide Software or Services until Seller receives an Order with the updated price. If the Seller price increase is proven to be unreasonable following the principle of good faith, Purchaser shall have the right to terminate the Order within one (1) week after the provision of the updated quote. For clarification, such termination right shall be the sole remedy of the Purchaser related to a price change.

Prices for Services are firm for a maximum period of thirty (30) days from date of submission to Purchaser. Prices exclude all taxes, levies, customs duties, VAT (if applicable) (the "Taxes") or whatever charges may be imposed on the supply of Equipment or performance of Services, which shall be borne by the Purchaser in addition to the prices quoted. The Purchaser shall pay said Taxes directly to the relevant tax authorities, at the rate applicable at the time payment is effected. Should Seller be obliged to pay any Taxes in respect to the provision of Equipment or Services, the Purchaser shall refund the same within 30 days of receipt of the documents justifying their payment. Should this be prevented by local legislation, Seller shall reserve the right to increase the prices quoted herein in proportion to the tax burden actually borne. If any payment by the Purchaser is subject to withholding tax, the Purchaser agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount, as is necessary to ensure that Seller receives the same amount it would have received if there had been no withholding.

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Prices may be adjusted to reflect changes to the tax laws.

ARTICLE 8. PAYMENT TERMS

Invoices will be sent by Seller upon shipment of the Equipment or upon the beginning of performance of the Services. Unless otherwise stated in the Contractual Documents, all invoices will become due and payable upon their receipt, and all payments are to be made, by way of wire transfer on the bank account stated on the corresponding invoice. Payments of periodical fees for Software or Services shall be made in advance upon receipt of invoice at the beginning of each invoiced period. In the event of a detrimental change of Purchaser's credit worthiness compared to Seller's initial considerations when issuing the Acknowledgement of Order, Seller may at its discretion require other payment terms such as advance payment, full payment upon shipment of Equipment (or prior to provision of Services), pursuant to a confirmed irrevocable letter of credit, first demand bank guarantee or any other security interest. All costs related to the opening and confirmation of a letter of credit shall be borne by the Purchaser. The non-payment of any overdue amount due shall entitle Seller to require from Purchaser, without further notice, the payment of an interest charge up to the maximum interest allowed by local law and collection agency fees, attorneys' fees, court fees. In addition, Seller reserves the right to suspend performance of its obligations, without any prior notice, until complete payment of all outstanding amounts including the aforementioned interest/fees. Moreover, in the event of a non-payment of any amount, Seller shall have the right, eight days after written default notice to (i) cancel of the Order, and/or (ii) demand the return to Seller of the Equipment at Seller's cost, and/or (iii) obtain the payment, by way of damages, of the expenses incurred by Seller for the assembly, disassembly, carriage and insurance of the Equipment. The Purchaser shall consequently take all necessary steps to immediately comply with Seller's above remedy(ies). The outstanding balance of the price shall become immediately due upon any resale or transfer of the Equipment.

ARTICLE 9. ACCEPTANCE OF EQUIPMENT

The Purchaser shall perform a visual and quantitative check of the Equipment upon delivery thereof and shall notify Seller in writing of any apparent defect, omission or damage. If such notice is not given within three (3) weekdays of delivery, the Equipment shall be deemed accepted, in conformity with the packing list and the Order, and free from apparent defects or non-conformity. In the event any claim relating to the Equipment is notified to Seller within three (3) weekdays from delivery, the Purchaser shall establish the basis of its claim of the defects or non-conformity found and shall grant Seller every facility to ascertain and correct them. The Purchaser shall neither undertake any repairs itself nor cause any third party to undertake any repairs. No Equipment shall be returned without Seller's prior authorization. Returns shall be sent at the Purchaser's expense and risk. The return of all or part of the Equipment shall not relieve the Purchaser from its obligations to pay the invoices on the agreed due date.

ARTICLE 10. WARRANTY

10.1 Warranty on Hardware

(i) Seller disclaims all warranties, whether express or implied (including, without limitation, warranties of merchantability and fitness for a particular purpose) concerning the Equipment or its accompanying documentation. Purchaser shall be fully responsible for ensuring that its needs and requirements are met

and fulfilled by the Equipment ordered in its Order. Under no circumstances shall Seller be responsible for, or held liable in respect of, any statement or representation relied upon by Purchaser which is not included in Seller's Offer. Any samples, models, drawings, affirmations of fact, descriptions, or advertising issued or published by Seller and any descriptions of the goods contained in Seller's marketing materials or websites are for informational purposes only and shall not create any warranty of any kind.

(ii) Seller warrants that the Hardware shall comply with its technical specifications and be free from any defects in design, material or workmanship. Warranty claims are subject to a statute of limitations of twelve (12) months calculated from the date of shipment. With respect to Equipment or partial assembly of Equipment furnished by Seller but not manufactured by Seller, Seller hereby assigns, to the extent permitted, the warranties given to Seller by its vendors of such Equipment. Notifications of defect by the Purchaser shall be given in writing without undue delay upon detection of the defect. The parts of the Hardware which are recognized by Seller as being under warranty and defective shall, at Seller's option, be replaced or repaired. If Seller is unable to repair or replace Equipment to conform to the warranty set forth above, then Seller shall, at Seller's option, either refund to Purchaser or credit to Purchaser's account the purchase price of the Equipment less depreciation calculated on a straight-line basis. Unless otherwise provided by law, operations performed under this warranty, in particular the repair, modification, or replacement of part, shall not have the effect of extending the Hardware warranty. This warranty does not cover obtaining or paying for access to, or uninstalling installed Equipment, installing replacement Equipment, on-site repairs. In the event Seller finds no fault in any Equipment returned with an RMA, it may impose the costs of transporting the equipment to and from Seller to the Purchaser. The cost of return to the Purchaser shall be borne by Seller. The repaired or replaced spare parts shall be supplied to the Purchaser on a standard-exchange basis, either by new components, or by reconditioned components identical or superior in quality and functionality to the replaced parts or Hardware. Seller warrants the repaired or replaced part of the Hardware under the same conditions for a period expiring either simultaneously with the initial warranty of the Hardware or three (3) months after delivery of such repaired or replaced part whichever is later.

10.2 Warranty on Software

Seller warrants that for a period of four (4) months following delivery to the Purchaser (i) the media on which the Seller proprietary Software is furnished will be free of defects in materials and workmanship under normal use and (ii) the Seller proprietary Software substantially conforms to Seller's relevant specifications. Except for the foregoing the Software is provided "AS IS". In no event does Seller warrant that the Software is error free. The warranty is strictly limited to the provision of new media, or, as applicable, of a workaround solution or of the then generally available error correction or maintenance release. For Software supplied under license from third parties, the warranty terms are those which Seller is authorized to provide to its clients. Software licensed under free licenses such as but not limited to GNU general public license ("GPL license"), are provided "AS IS" without any warranty of any kind.

10.3 Warranty on Services

Seller warrants that the Services it provides will be performed in a professional manner consistent with relevant industry standards for a period of twelve (12) months commencing from completion of the Services and submission of any close-out documentation. Provided Purchaser notifies Seller in writing and in sufficient detail of a suspected defect in the Services provided by Seller within fifteen (15)

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days after provision of the relevant Services, Seller will, for claims confirmed to have defect solely attributable to Seller's services, at its option, (a) re-perform the Services at no additional cost to Purchaser or (b) credit Purchaser the fees actually paid to Seller associated with the non-conforming Services. This is Purchaser's sole and exclusive remedy, and Seller's sole and exclusive liability, with respect to any breach of warranty relating to the Services it provides. This Services warranty is to Purchaser and may not be assigned, transferred or passed through to any third party.

10.4 Warranty Limitations

Unless otherwise expressly provided in the Contractual Documents, Seller does not warrant: (i) the adequacy of the specifications provided by Purchaser; (ii) design; (iii) that Seller or the Equipment is certified or approved by any entity or organization or is in compliance with any industry standards, guidelines or procedures; or (iv) the Equipment will comply with the requirements of any safety or environment code or regulation of any federal, state, municipality or other jurisdiction. Purchaser affirms that it has not relied upon Seller's skill nor judgment to select or furnish the Equipment for any particular purpose beyond the specific express warranties in the Contractual Documents and that any design provided by Seller is based on information provided by Purchaser. Seller provides no warranty as to prototype Equipment or as to Equipment used by Buyer in any program or application other than the specific program identified in Seller's Offer for the Equipment.

Seller shall not be liable for any breach of warranty arising out of the failure of a directed supplier to provide conforming directed supplies. Seller shall not be liable for any breach of warranty arising from a third party's assembly of the Equipment. Seller's warranties shall apply only if the Equipment: (i) has been installed, maintained and used in conformity with instructions furnished by Seller from time to time, if any, and otherwise in conformity with the highest industry practices; (ii) has been subjected only to normal use for the purpose for which the Equipment was designed; (iii) has not been subjected to misuse, negligence or accident; (iv) has not been improperly stored; (v) has not been altered or repaired by persons other than Seller in any respect which, in the judgment of Seller, adversely affects the condition or operation of the Equipment; (vi) has been used in accordance with the specifications; (vii) has not been exposed to conditions not indicated in the specifications; and (viii) has been fully paid for. Seller's warranties are not assignable and are not for the benefit of any third party.

This warranty does not cover damage caused by: (1) non-compliance with the instructions for use or installation of the Equipment, (2) use of the Equipment in combination with, or integration of the Equipment into, equipment not supplied by Seller, unless such combination or integration has been expressly approved in writing by Seller, (3) use of the Equipment for a purpose other than that for which it is intended, (4) faults and deterioration caused by normal wear and tear, (5) Equipment malfunctioning due to external causes (e.g., radio-electric interference produced by other equipment, variation in voltage of the mains supply and/or telephone line), (6) changes or repairs made to the Equipment, or to the interface conditions, including mandatory changes, without Seller's prior authorization. The fulfilment of the above obligations shall be in full satisfaction of Seller's liability for defects with regard to the equipment and the Software and shall be the sole and exclusive remedy of the

Purchaser. The parties may enter into a separate maintenance and support contract if Seller offers such to the market.

ARTICLE 11. EXCLUSIVE REMEDIES, LIMITATION OF LIABILITY, INDEMNITY

(i) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, SELLER'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE, ARISING OUT OF AND/OR IN ANY WAY RELATED TO THESE TERMS OR THE MANUFACTURE, SALE OR DELIVERY OR USE OF SELLER'S EQUIPMENT OR SERVICES WILL BE LIMITED TO THE DIRECT DAMAGES PURCHASER ACTUALLY INCURS NOT TO EXCEED THE LESSER OF: (A) \$500,000 OR (B) THE PURCHASE PRICE OF THE AFFECTED EQUIPMENT OR SERVICES DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO SUCH LIABILITY CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, IN NO EVENT WILL SELLER, its Affiliates, agents or subcontractors BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, PROFIT, LINE DOWN COSTS, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, GOODWILL, LOSSES OF AN ECONOMIC NATURE WHETHER DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, OR CLAIMS OF THIRD PARTIES), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE. THESE LIMITATIONS APPLY EVEN IF PURCHASER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(ii) By accepting delivery of the Equipment or Services ordered, Purchaser agrees that it indemnifies and holds harmless Seller from and against all claims, loss, damage and liability, including without limitation for personal injury, property damage or commercial loss of whatever kind, directly or indirectly arising from or relating to the hazards inherent in Purchaser's facilities or activities. Purchaser assumes the risk and agrees to indemnify Seller against and hold Seller harmless from all liability relating to (i) assessing the suitability for Purchaser's intended use of the Equipment or Services and of any system design or drawing and (ii) determining the compliance of Purchaser's use of the Equipment or Services with applicable laws, regulations, codes and standards. Purchaser retains and accepts full responsibility for all warranty and other claims relating to, or arising from, Purchaser's products which include or incorporate Equipment, Hardware or components manufactured or supplied by Seller. Purchaser is solely responsible for any and all representations and warranties regarding the Equipment or Services made or authorized by Purchaser. Purchaser will indemnify Seller and hold Seller harmless from any liability, claims, loss, cost or expenses (including reasonable legal fees) attributable to Purchaser's Equipment or Services or representations or warranties concerning same. Neither party shall have any indemnity obligation, whether by express or implied contract or implied by law, except as stated in Sections 11 and 12.

Unless otherwise provided for herein, the Purchaser has no claim for damages based on whatever legal reason, including infringement of duties arising in connection with the contract or tort. However, this limitation does not apply for certain circumstances where prohibited by law. Claims for damages arising from a breach of a material condition of contract shall be limited to the foreseeable damage which is intrinsic to the contract, provided that no circumstances that are typically prohibited from liability caps in that venue applies. The above provision does not imply a change in the burden of proof to the detriment of the Purchaser.

ARTICLE 12. INTELLECTUAL PROPERTY – INFRINGEMENT

Seller shall retain all intellectual property rights in elements, particularly the plans, studies, works and documents prepared and developed by

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Seller within the frame of the performance of the Order, and such elements shall not be made available to third parties or used without Seller's written consent. Seller shall defend the Purchaser against any claims for infringement of any third party industrial or intellectual property rights, provided that (i) the Equipment has been used in conformity with the provided technical specifications, (ii) the Equipment has not been modified without Seller's prior written consent, (iii) the infringement does not result from the assembly, function or use of the Equipment or any part thereof in combination with any products not supplied by Seller, (iv) the infringement occurs in the country of the Equipment delivery or in the country foreseen for use as communicated to Seller or the Seller Affiliate in the Order and (v) the Purchaser has given Seller the earliest possible notice of claims made or actions threatened or brought against it and has communicated in due time to Seller all relevant documents and information in its possession. If, by a final judgment, any item of Equipment is held to infringe a third-party intellectual property right, Seller shall at its own expense and option, as a sole remedy for Purchaser: (a) obtain the right for the Purchaser to continue using the Equipment; or (b) replace the infringing Equipment with equivalent, non-infringing Equipment; or (c) modify the infringing Equipment so that it becomes non-infringing; or (d) if none of the foregoing are available on reasonable terms and conditions, cancel the Order and repurchase the infringing Equipment from the Purchaser at a price equal to the purchase price paid for the Equipment or Software, less depreciation on a five years straight line basis.

ARTICLE 13. REFERENCE TO SELLER'S BRANDS AND TRADENAMES

The Purchaser shall not refer to the names or brands of Seller for any purpose whatsoever, without the prior written consent of Seller.

ARTICLE 14. SOFTWARE LICENSE

Seller or its licensors shall retain legal ownership in any Software bundled with or embedded in the Equipment. Seller grants the Purchaser a non-exclusive, non-transferable, and personal right to use the Software in object code form solely as incorporated in or supplied with the Equipment and solely in connection with the operation of such Equipment for the Purchaser's own internal business purpose. The Purchaser shall not: (a) sub-license, sell or distribute the Software; (b) modify or de-compile or cause any third party to modify or de-compile the Software; (c) make or permit any third party to make copies, translations or adaptations and/or reproduce the Software, except for restarting Software and one "back-up" copy, provided that any copy shall bear a label indicating the name of the Software copyright owner, (d) transfer the Software to another CPU other than the designated CPU for which such Software has been licensed. Should Seller obtain a license from a third party which imposes other obligations on Seller, Seller shall give the Purchaser written notice of such obligations and the Purchaser shall immediately comply with them. Software may be delivered with "Open-Source software" or "Free software" governed by their own license terms, such as but not limited to the GPL License; notwithstanding anything to the contrary herein, Seller hereby grants to the Purchaser on such "Open Source software" or "Free software", no more rights than those granted under such Free Licenses, which the Purchaser shall comply with at any time.

ARTICLE 15. FORCE MAJEURE

Seller shall incur no liability for any failure or delay to perform any

of its obligations if it is prevented from performing its obligations due to events such as fire, flood, tornado, storm, lightning, earthquake, monsoon, natural calamities, pandemics, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (e.g. acute supply shortages, supply chain lead time issues, cost of raw materials, logistics/shipping/freight accessibility, delays and costs, electricity, water, fuel and the like), riot, strike, lockout, transport difficulties, government action, war or any other event beyond the reasonable control of the Seller. Seller shall promptly notify the Purchaser of any delay caused by force majeure. If the delay resulting from force majeure exceeds three (3) months, either Party may cancel the unperformed part of the Order. Payment shall remain due for the performed part, and the parties shall promptly settle their accounts accordingly.

ARTICLE 16. CONFIDENTIALITY

The Purchaser shall not disclose to any third party, shall not copy and shall keep secret all proprietary information disclosed by Seller, including, without limitation, documents marked confidential, technical information, documentation, software, processes, know-how and other unpublished information, except as may be authorized in writing by Seller.

ARTICLE 17. ASSIGNMENT – SUBCONTRACTING

The Purchaser is not entitled to assign or subcontract whole or part of its obligations under the Order to third parties without the prior written consent of Seller. Seller may assign in whole or in part or subcontract its rights and obligations under the Order to any third party or Seller Affiliate without the Purchaser's prior consent.

ARTICLE 18. APPLICABLE LAW- DISPUTES

These T&C's and the sale of goods and services hereunder and any disputes relating thereto shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to provisions regarding conflicts of laws. Seller and Purchaser agree to accept and be bound by the exclusive jurisdiction of the Federal and State courts of the State of Connecticut. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of Equipment or Services or any transactions, performance or disputes hereunder.

ARTICLE 19. REPORTING - AUDIT

Purchaser shall keep full and accurate records and accounts of each Equipment or Hardware purchased. Upon fifteen (15) days' prior written notice, during regular business hours at Purchaser's principal place of business, Purchaser shall make these records available for audit by Seller or by an independent auditing firm. Such audit shall be limited to checking the compliance with the terms and conditions of these T&C's. Purchaser undertakes to retain all corresponding books and records for the minimum period as required by the applicable laws or regulations in the country of incorporation of Purchaser.

ARTICLE 20. BUSINESS PRACTICES - COMPLIANCE WITH LAWS

20.1 Purchaser warrants that it as well as its directors, officers, employees and shareholders have not been convicted of or pleaded guilty to an offence involving fraud, corruption or money laundering and that is not now listed by any government authorities as debarred, suspended or otherwise ineligible for government procurement programs. Furthermore, Purchaser shall immediately inform Seller of any conviction, or investigation proceedings initiated against, of any of its directors, officers, employees, and shareholders.

20.2 Purchaser acknowledges having been made fully acquainted with the "Responsible Business Alliance Code of Conduct" (responsiblebusiness.org, as updated from time to time). Purchaser

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undertakes to apply the standards set out therein with respect to the performance of these T&C's and related purchase orders as such relates to labor, international human rights, environmental, health and safety, combating bribery and ethics. The purchaser recognizes that violation of such principles will be considered a material breach of these T&C's. In the event Seller reasonably believes that a breach of any of the representations and warranties in this Article 20 has occurred or may occur and provided that Seller provides Purchaser prior written notification explanatory of such belief, Seller may withhold further delivery to Purchaser until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur. Seller shall not be liable to the Purchaser for any claim, losses or damages whatsoever related to its decision to withhold delivery under this provision. The Purchaser accepts to receive and make known to relevant Purchaser personnel anti-corruption information and/or training materials from Seller in connection with these T&C's.

20.3 Purchaser accepts that this Article 20 constitutes a material condition of these T&C's and that any violation of any principles set forth herein will be considered as a material breach of these T&C's or any related purchase order, allowing Seller to terminate these T&C's and any related Order with immediate effect, without Seller incurring any liabilities in respect of such termination and without prejudice to any other remedies Seller may have in law, equity or in contract in respect of such breach.

20.4. Seller shall not be obliged to perform deliveries, orders, and other obligations under these T&C's if that performance is hindered by the applicable export laws and regulations of the EU or its member states, the United States of America or other countries. Each Party and its respective agents and affiliates shall, and shall cause their respective employees to, comply at their own expense with all applicable local, national, regional and international laws, ordinances, regulations, codes, standards, directives and international conventions and agreements to the extent that any of the foregoing have the force of law by being directly enforceable by a governmental authority, a court or other proper tribunal, (collectively "Laws"), including, as applicable, but not limited to (a) anti-bribery and records keeping laws, conventions and/or directives of each country in which such party conducts business as it relates to this agreement including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the Organization for Economic Cooperation and Development convention on combating bribery of foreign public officials ("OECD") and the United Nations Convention Against Corruption ("UNCAC") (also known as the Merida convention), including but not limited to offering of payment or transfer of anything of value as defined in the FCPA and other laws implementing the Convention on combatting Bribery of Foreign Public Officials in international business transactions. Seller incurs any costs and/or damages due to the violation by the Purchaser of the business ethics referred to in this Article 20, the Purchaser undertakes to fully indemnify Seller for such costs and damages incurred.

20.5. Export Sales. Purchaser represents that it is not an entity sanctioned by U.S. and/or other applicable export laws and regulations nor is it otherwise owned or controlled by or acting on behalf of any person sanctioned by US and/or other applicable export laws and regulations. Purchaser acknowledges that Equipment, Software, or technical information provided under these T&C's may be subject to U.S. and/or other export laws and regulations. Purchaser agrees that it will not divert, use, export or re-export such Equipment, Software, or technical information contrary to United States and/or other applicable export laws and regulations to include for prohibited end-use and/or proliferation

activities. Purchaser expressly acknowledges and agrees that it will not export, re-export, or provide such Equipment, Software, or technical information to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States government. Purchaser also expressly acknowledges and agrees that it will not export, re-export, or provide such Equipment, Software, or technical information to entities and persons that are ineligible under United States law to receive such Equipment, Software, or technical information, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List without obtaining prior authorization from the United States government. Purchaser agrees to sign written assurances and other export-related documents upon Seller's request to assist Seller in verifying compliance with export laws and regulations.