

ANTCOM CORPORATION TERMS AND CONDITIONS FOR PURCHASE OF GOODS
1.0 General

1.1 The purchase by Antcom Corporation ("ANTCOM") from SUPPLIER of supplies and/or services identified on ANTCOM's purchase order to SUPPLIER ("GOODS"), shall be governed by these terms and conditions of purchase and any applicable supplement ("POTCs" or "TERMS AND CONDITIONS OF PURCHASE"), the supply or service agreement executed between the parties (if any), request for quotation, purchase order, statements of work, drawings, specifications, quality supplements, and/or scheduling agreements issued by ANTCOM, as well as any provisions incorporated by reference in any of the foregoing (collectively, "PURCHASE ORDER"). The PURCHASE ORDER shall also include any provisions incorporated by reference therein pursuant to Section 2.3 below. The term "SUPPLIER" refers to the entities designated as such on a purchase order and/or scheduling agreement issued by ANTCOM and/or its affiliates.

1.2 SUPPLIER acknowledges that ANTCOM is purchasing GOODS under circumstances in which timely manufacture and delivery is required, and that ANTCOM is relying upon SUPPLIER's agreement to timely manufacture and deliver to ANTCOM the GOODS at the price, in the quantities and on the other terms and conditions stated in the PURCHASE ORDER. Accordingly, SUPPLIER may not terminate the PURCHASE ORDER before expiration or resource the GOODS from SUPPLIER to a new supplier in part or in whole.

2.0 ACCEPTANCE OF PURCHASE ORDER

2.1 After seven (7) calendar days of the date of ANTCOM's PURCHASE ORDER, the PURCHASE ORDER shall lapse. ANTCOM shall have the right to rescind the PURCHASE ORDER at any time prior to SUPPLIER's acceptance. SUPPLIER shall be deemed to have accepted the PURCHASE ORDER upon the earliest of: (i) SUPPLIER commencing work or performance with respect to any part of the PURCHASE ORDER; (ii) SUPPLIER delivering written acceptance of the PURCHASE ORDER to ANTCOM within seven (7) calendar days; or (iii) any conduct by SUPPLIER that fairly recognizes the existence of a contract for the purchase and sale of the GOODS.

2.2 ANTCOM hereby expressly objects to any additional, contrary or different terms and conditions contained in any acknowledgment, confirmation, invoice, proposal, shipping documentation, bills of lading or any other form of documentation or communication received from SUPPLIER. No act, omission to act or course of dealing by ANTCOM, whether receiving, accepting or paying for any GOODS (or part thereof) shall waive the aforementioned provision or constitute an agreement in terms of any contrary, additional or different terms and conditions being applicable to the PURCHASE ORDER.

2.3 Upon acceptance of the PURCHASE ORDER, delivery of the GOODS or upon commencement of the performance of the SERVICES, SUPPLIER shall be deemed to have satisfied itself, as to the extent and nature of the GOODS including, but not limited to:

- 2.3.1 the correctness and sufficiency of the prices specified in the PURCHASE ORDER; and
- 2.3.2 the services, personnel, materials and equipment, plant, consumables and facilities required for the provision of the GOODS; and
- 2.3.3 any and all other matters which could affect the fulfillment of the PURCHASE ORDER.

2.4 Any failure by the SUPPLIER to take account of matters which could affect the provision of the GOODS will not relieve the SUPPLIER from any of its obligations under these TERMS AND CONDITIONS OF PURCHASE.

3.0 SUPPLIER'S GENERAL OBLIGATIONS

3.1 The SUPPLIER will render the GOODS to ANTCOM strictly on the terms set out in the PURCHASE ORDER. No deviation from the PURCHASE ORDER shall be made without ANTCOM's prior written authorization in accordance with Section 11 of these TERMS AND CONDITIONS OF PURCHASE.

3.2 The SUPPLIER shall (i) provide and deliver the GOODS; and (ii) carry out, perform and complete the SERVICES, together with all of its obligations hereunder in a professional and workmanlike manner, with all due care and diligence, and with all the skills expected of a reputable supplier experienced in providing the types of GOODS to be provided under the PURCHASE ORDER.

3.3 The SUPPLIER shall provide all management, supervision, personnel, materials and equipment (except any materials and equipment explicitly referred to within the PURCHASE ORDER as

being provided by ANTCOM), plant, consumables, facilities and all other things whether of a temporary or permanent nature and in so far as it is necessary to fulfil its obligations as specified in or reasonably to be inferred from the PURCHASE ORDER.

3.4 Any materials and equipment incorporated into or used in connection with the GOODS, for which there is no detailed specification included within the PURCHASE ORDER, shall be new and unused, of good quality and workmanship, and fit for the intended purpose where a purpose is defined in the PURCHASE ORDER or where no such purpose is defined, fit for its ordinary purpose. Where no standards or codes of practice are specified within the PURCHASE ORDER, then all materials and equipment shall be provided by SUPPLIER to ANTCOM in accordance with the accepted codes of practice of the industry concerned.

3.5 The SUPPLIER shall ensure that its personnel are competent, properly qualified, skilled, speak and write fluent English when required, technically experienced and also trained in all aspects of safety, appropriate to and in accordance with accepted codes of practice of the industry concerned. It shall be the responsibility of the SUPPLIER to verify all relevant qualifications of such personnel. At ANTCOM's written request, SUPPLIER shall provide evidence of the qualifications and experience of its personnel.

3.6 In the event that seconded personnel of SUPPLIER become ill and in the opinion of ANTCOM such illness prevents progress of providing the GOODS, then upon receipt of ANTCOM's NOTICE, the SUPPLIER shall provide suitable replacement personnel at SUPPLIER's cost as soon as practicable. No compensation will be paid by ANTCOM for periods of absence, leave or sickness, or demobilisation/mobilisation as a result of such illness.

3.7 ANTCOM reserves the right to reject any personnel employed by the SUPPLIER for the fulfillment of the PURCHASE ORDER, for any reason whatsoever. Such rejection and replacement, if required by ANTCOM, shall be executed without delay and at no cost or expense to ANTCOM. Personnel provided in connection with the PURCHASE ORDER shall remain the SUPPLIER's employees at all times and shall not be considered as employees of ANTCOM.

3.8 SUPPLIER shall provide, at its own expense, any documentation required by the PURCHASE ORDER for review and acceptance by ANTCOM and/or CLIENT. The signing of any such documentation by ANTCOM and/or its representative shall not be construed as acceptance of any commercial term that may be contained within such documentation. For the avoidance of doubt, the review and acceptance by ANTCOM and/or its representative of such documentation shall not relieve SUPPLIER of any of its responsibilities under these TERMS AND CONDITIONS OF PURCHASE.

3.9 SUPPLIER shall be responsible for obtaining all authorizations, approvals, permits, licences and the like necessary for fulfillment of the PURCHASE ORDER unless otherwise specified therein.

3.10 Where applicable, SUPPLIER shall provide ANTCOM without further charge, office based technical support during the provision of the GOODS. This shall be considered as part of SUPPLIER's warranty responsibility.

3.11 Where SUPPLIER utilizes a site owned or controlled by ANTCOM (the "WORKSITE"), SUPPLIER shall without delay, upon successful completion of the PURCHASE ORDER or any part thereof, clear and remove all equipment and materials provided by the SUPPLIER including debris, thereby leaving the WORKSITE in a clean, tidy and safe condition.

4.0 DELIVERY

4.1 SUPPLIER shall fulfil the PURCHASE ORDER and any part thereof on or before the applicable delivery dates or completion dates ("COMPLETION DATE(S)"), at the WORKSITE or at any other designated place(s) specified within the PURCHASE ORDER. Time and quantities are of the essence.

4.1.1 Where the PURCHASE ORDER is based on progress and/or milestones subject to individual and separate COMPLETION DATES, SUPPLIER shall monitor, assess and control the physical progress of the PURCHASE ORDER and the completion of the milestones to ensure all COMPLETION DATES are met. For the avoidance of doubt, all progression and milestones with a corresponding COMPLETION DATE shall be deemed to be a part of the PURCHASE ORDER.

4.2 SUPPLIER agrees to 100% on-time delivery of the quantities and at the times specified by ANTCOM as provided in the PURCHASE ORDER. ANTCOM is not obligated to accept early deliveries, late deliveries, partial deliveries, excess deliveries or any other delivery that is not a 100% on-time delivery ("NONCONFORMING DELIVERIES"). If ANTCOM elects in its sole and absolute discretion to accept one or more NONCONFORMING DELIVERIES, such

- acceptance shall not constitute a waiver of ANTCOM's right to reject any other shipment which does not conform to the PURCHASE ORDER. SUPPLIER agrees to be responsible for any fines imposed on ANTCOM by ANTCOM's customers as a result of any NONCONFORMING DELIVERIES.
- 4.3** In the event that it becomes apparent to SUPPLIER that timely delivery, performance and/or completion of the GOODS or any part thereof will not be made in accordance with the COMPLETION DATE(S), then SUPPLIER must give NOTICE to ANTCOM at the earliest possible opportunity stating reasons for the delay and details of the actions that shall be undertaken by SUPPLIER to overcome or minimize the delay relating to the delivery.
- 4.4** Without prejudice to SUPPLIER's obligations specified herein or in the PURCHASE ORDER, ANTCOM reserves the right to review and accept any actions referred to in Section 4.3 within SUPPLIER'S NOTICE, or to instruct any appropriate action to be taken at SUPPLIER's expense in order to meet the COMPLETION DATE(S).
- 4.5** In the event that SUPPLIER fails to adequately deliver the GOODS in full or any part thereof by the COMPLETION DATE(S), despite any actions that may have been taken in accordance with Section 4.4, then ANTCOM may at its sole discretion, either: terminate the PURCHASE ORDER with immediate effect and SUPPLIER shall indemnify ANTCOM upon receipt of ANTCOM's demand, against any claims, losses, damages, costs (including legal costs), expenses and liabilities incurred by ANTCOM, attributable to the SUPPLIER's failure to timely deliver, perform and/or complete the GOODS or any part thereof by the COMPLETION DATE(S); or invoke the provisions of Section 4.6.
- 4.6** In the event that for any reason, other than an event of force majeure as defined in Section 25, the SUPPLIER fails to deliver the GOODS or any part thereof in accordance with any of the COMPLETION DATES, then ANTCOM, by way of liquidated damages, may deduct from the total price payable for the GOODS, a daily sum equal to three percent (3%) per day of the total price due to SUPPLIER for the GOODS, for each day that any COMPLETION DATE(S) is delayed. Liquidated damages will accrue on a daily basis from the pertinent COMPLETION DATE(S) and will continue to accrue until the date when the GOODS or the relevant part thereof are delivered and ACCEPTED by ANTCOM as complete. ANTCOM shall notify the SUPPLIER of any liquidated damages accrued and shall thereafter recover such liquidated damages at ANTCOM's sole discretion either: (i) weekly on demand; or (ii) by deduction to or withholding from any subsequent payment otherwise due to SUPPLIER.
- 4.7** ANTCOM may change the delivery rate of previously scheduled shipments or direct temporary suspension of scheduled shipments from time to time in its sole and absolute discretion, neither of which actions shall entitle SUPPLIER to modify SUPPLIER compensation, price or other terms or conditions set forth in the PURCHASE ORDER except as set forth in Section 11. If, as the result of any of SUPPLIER's acts or omissions, SUPPLIER shall fail to timely meet ANTCOM's delivery requirements and more expeditious methods of transportation for the GOODS are available, SUPPLIER shall ship the GOODS by a transportation method that will meet ANTCOM's delivery requirements or, if that is not possible, by the most expeditious transportation method possible. In either such case, SUPPLIER shall be solely responsible for any incremental costs due to the more expeditious transportation method.
- 4.8** ANTCOM and the SUPPLIER both acknowledge and confirm that any deduction, withholding or compensation referred to in Section 4.6 is a genuine pre-estimate of loss likely to be suffered by ANTCOM as a result of SUPPLIER's failure to meet any of the specified COMPLETION DATE(S) and is not a penalty. Furthermore, where ANTCOM has opted under Section 4.5 to invoke Section 4.6, then such liquidated damages shall be the sole and exclusive remedy of ANTCOM in respect of the SUPPLIER's failure to meet the applicable COMPLETION DATE(S).
- 5.0 SHIPPING**
- 5.1** SUPPLIER shall comply with any and all instructions on or attached to the PURCHASE ORDER. Where applicable and to the extent that they do not conflict with the PURCHASE ORDER, delivery DDP (INCOTERMS® (latest edition)) shall apply to the PURCHASE ORDER. SUPPLIER shall provide all documentation required therein.
- 6.0 TITLE AND RISK**
- 6.1** Title to GOODS shall pass to ANTCOM either:
- 6.1.1** upon delivery of the GOODS or upon delivery of any part thereof; or
- 6.1.2** upon payment for the GOODS, if payment is made prior to the delivery of the GOODS or any part thereof; or
- 6.1.3** upon ANTCOM invoking default and/or termination Sections; or
- 6.1.4** upon designs, drawings, technical information and data, upon commencement of the preparation, production or creation by SUPPLIER in accordance with Section 19.
- 6.2** Notwithstanding the foregoing, risk of loss or damage to GOODS or any part thereof shall remain with SUPPLIER until actual delivery of the GOODS and ANTCOM's acceptance of the same.
- 6.3** All materials and equipment to be incorporated into the GOODS and for which title has passed to ANTCOM, shall be clearly marked as ANTCOM's property and where possible shall be stored separately.
- 7.0 PRICES**
- 7.1** Unless otherwise expressly specified within the PURCHASE ORDER all prices stated therein shall be deemed to be:
- 7.1.1** a firm fixed price for the duration of the PURCHASE ORDER and not subject to increase for any reason, including but not limited to increased raw material costs, increased labor or other manufacturing costs, increased development costs, currency fluctuations or changes in volumes or program length from those estimated or expected; and
- 7.1.2** fully inclusive of the sole compensation due to SUPPLIER for the provision and fulfillment of the PURCHASE ORDER including all and any associated costs; and
- 7.1.3** fully inclusive of all taxes (excluding sales tax or VAT referred to in Section 7.1.5), duty, levies, contributions and charges of any kind incurred by SUPPLIER relative to the PURCHASE ORDER; and
- 7.1.4** fully inclusive of all personnel and corporate taxes, payroll burdens, duty and charges of any kind incurred by SUPPLIER or any personnel employed by SUPPLIER relative to the PURCHASE ORDER; and
- 7.1.5** exclusive of sales tax or VAT which must be shown as a separate cost on invoice; and
- 7.1.6** inclusive of any applicable packing/protection and delivery/shipping of any tools, equipment and materials to the WORKSITE or any other designated place of delivery as otherwise specified within the PURCHASE ORDER.
- 8.0 PAYMENT**
- 8.1** Inspection, acceptance, or payment for the GOODS (or any part thereof) shall not be construed as acceptance of nonconforming goods, a waiver of ANTCOM's rights, acceptance of SUPPLIER's fulfillment of its contractual obligations as set out in these TERMS AND CONDITIONS OF PURCHASE, nor shall it be a limitation of any rights or remedies available to ANTCOM.
- 8.2** To the extent that payments to be made under the PURCHASE ORDER attract Value Added Tax (VAT) or similar sales tax howsoever described, then SUPPLIER shall issue to ANTCOM a proper VAT invoice which shall detail the proper amount of such VAT (or similar sales tax) payable. ANTCOM may require SUPPLIER to provide supporting tax payment documentation as may be required by applicable law, which SUPPLIER shall provide to ANTCOM within five (5) business days of the date of receipt of such request from ANTCOM.
- 8.3** Invoices shall be issued by SUPPLIER to ANTCOM no earlier than delivery of the GOODS to ANTCOM. SUPPLIER shall, at its sole expense, comply with ANTCOM's instructions and then current policies with respect to the form, content and method for submission of invoices. SUPPLIER shall promptly submit correct and complete invoices or other agreed upon billing communications with appropriate supporting documentation and other information reasonably required by ANTCOM after delivery of GOODS.
- 8.4** At a minimum, each of SUPPLIER's invoices shall show separately the individual amounts pertinent to the GOODS (or any parts thereof), quote ANTCOM's PURCHASE ORDER reference number, and include any additional details as may be specified in the PURCHASE ORDER.
- 8.5** Unless otherwise stated in the PURCHASE ORDER, ANTCOM shall pay invoices for GOODS which are properly presented and not subject to dispute according to the terms stated in the PURCHASE ORDER. If no terms are stated in the PURCHASE ORDER, ANTCOM shall pay net sixty (60) calendar days, after the later of: (i) the GOODS being received and accepted at ANTCOM's facility; or (ii) ANTCOM's receipt of SUPPLIER's invoice. ANTCOM may withhold payment until a correct and complete invoice or other required information is received and verified. If the payment date is not a business day, payment shall be due the next business day thereafter. Payment shall be deemed to occur upon transmittal by ANTCOM of any paper draft or ANTCOM's wire transfer of payment

- into the account of SUPPLIER.
- 8.6** If ANTCOM at any time incurs costs or any bona fide back charge or claim against SUPPLIER under the provisions of these TERMS AND CONDITIONS OF PURCHASE and ANTCOM is entitled to recover same from the SUPPLIER, then ANTCOM may invoice the SUPPLIER for such costs. Where payment is due to SUPPLIER in accordance with the PURCHASE ORDER, then ANTCOM at its sole discretion, may deduct any costs, bona fide back charge or claim against SUPPLIER from any amount due, or that may become due to the SUPPLIER under the PURCHASE ORDER. SUPPLIER shall pay any invoice(s) issued pursuant to this Section within thirty (30) calendar days of the date of the invoice(s).
- 9.0** **LIENS AND CLAIMS**
- 9.1** The SUPPLIER shall not claim or exercise any lien, attachment, charge, or seek a judgment or award or the like on the GOODS or on any property of ANTCOM in the possession of the SUPPLIER or at the WORKSITE.
- 9.2** Without prejudice to any other provision, SUPPLIER shall save, indemnify, defend and hold harmless ANTCOM from and against all liens, attachments, charges, claims, legal action and judgements, which may arise out of or in connection with the PURCHASE ORDER.
- 9.3** The SUPPLIER shall immediately notify ANTCOM of any possible lien, attachment, charge, claim, legal action or judgment which may affect the GOODS or any part thereof.
- 9.4** If at any time there is evidence of any lien, attachment, charge or claim to which, if established, ANTCOM or its property or WORKSITE might be subjected, whether made by any persons against the SUPPLIER or made by any sub-suppliers against ANTCOM, then SUPPLIER shall fully indemnify ANTCOM on demand, against any and all such liens, attachment, charge or claim. ANTCOM shall have the right, at its sole discretion, to withhold and/or set off or otherwise recover from the SUPPLIER, such sum of money as will fully indemnify ANTCOM against any such liens, attachment, charge or claim.
- 10.0** **QUALITY ASSURANCE**
- 10.1** ANTCOM, CLIENT and their appointed representatives shall have the right to expedite, inspect and witness the testing and re-testing of the GOODS and audit the performance of SUPPLIER and sub-suppliers for compliance with the PURCHASE ORDER at no additional cost to that specified in the PURCHASE ORDER. SUPPLIER and sub-supplier shall allow ANTCOM, CLIENT and their appointed representatives free of charge, reasonable access to tools, apparatus, materials, facilities and assistance in this respect.
- 10.2** All GOODS and materials shall comply with industry standards and/or attached quality supplement(s).
- 10.3** SUPPLIER shall provide, at its own expense, all quality related documentation, test certificates, inspection reports, test reports, and manuals for review and acceptance by ANTCOM as may be required by the PURCHASE ORDER or law.
- 10.4** During any such auditing of the performance of SUPPLIER sub-supplier and/or any inspection of the GOODS after the respective COMPLETION DATE(S), ANTCOM shall be entitled to reject any part of the GOODS that is considered to be defective, or inferior in quality of materials, workmanship, or design and/or not in accordance with the requirements of the PURCHASE ORDER or these TERMS AND CONDITIONS OF PURCHASE.
- 10.5** ANTCOM shall be entitled to a reasonable period of time after discovery of a defect or non-conformity in the GOODS to reject or revoke acceptance of such GOODS. SUPPLIER shall remove the rejected GOODS or parts thereof within ten (10) calendar days following receipt of the rejection NOTICE from ANTCOM. SUPPLIER shall then immediately replace, repair, correct or re-perform the rejected part of the GOODS or the entire GOODS at no cost to ANTCOM.
- 10.6** Inspection and acceptance of, or payment for, any defective or non-conforming GOODS shall not bar a claim by ANTCOM for any defect and/or non-conformities and shall not release SUPPLIER from its obligations under these TERMS AND CONDITIONS OF PURCHASE.
- 10.7** SUPPLIER and sub-suppliers shall have an implemented and documented system for quality assurance pursuant to the relevant parts of ISO 9001 or equivalent and shall perform the PURCHASE ORDER in full compliance with such quality system.
- 10.8** If defective or nonconforming GOODS are rejected by ANTCOM, the quantities under the PURCHASE ORDER shall be correspondingly reduced unless ANTCOM otherwise notifies SUPPLIER, and SUPPLIER shall not replace reduced quantities without written NOTICE from ANTCOM directing it to do so. Following rejection of nonconforming GOODS, SUPPLIER shall in ANTCOM's sole and absolute discretion, without prejudice to any other right or remedy of ANTCOM: (i) accept the return, at SUPPLIER's sole expense, of the GOODS and refund to ANTCOM the full invoice price plus all transportation and other charges associated with the nonconforming GOODS; (ii) replace the non-conforming GOODS with conforming GOODS, with all associated costs and expenses, other than the original invoice and shipping prices, being borne by SUPPLIER; or (iii) at SUPPLIER's sole expense, correct at any time prior to shipment from ANTCOM's plant GOODS that fail to meet the requirements of the PURCHASE ORDER.
- 10.9** Promptly upon learning of defective or nonconforming GOODS, SUPPLIER shall develop, document and implement corrective actions designed to ensure that all GOODS are produced in accordance with all applicable quality control policies and standards of ANTCOM and ANTCOM's customer. SUPPLIER shall immediately notify ANTCOM in writing when it becomes aware of any raw material, component, design or defect in ANTCOM that is nonconforming or may be or become harmful to persons or property.
- 11.0** **CHANGES**
- 11.1** ANTCOM reserves the right at any time, by written NOTICE to SUPPLIER, to make changes, or to require SUPPLIER to make changes, to drawings, specifications, sub-suppliers, samples or descriptions of GOODS. ANTCOM also reserves the right to otherwise change the scope of the work covered by the PURCHASE ORDER, including work with respect to such matters as inspection, testing or quality control. ANTCOM may also require SUPPLIER to source the supply of raw materials either from itself or from specified third parties. SUPPLIER shall promptly make any such requested change.
- 11.2** In order for SUPPLIER to request a reasonable difference in price or time for performance as a result of a change described in Section 11.1, SUPPLIER must notify ANTCOM of its request in writing within ten (10) calendar days after receiving NOTICE of the change. SUPPLIER shall if requested by ANTCOM provide additional documentation from SUPPLIER relating to any change in specifications, price or time for performance. After receiving all requested documentation, ANTCOM, in consultation with SUPPLIER, may equitably adjust the price or time for performance. If SUPPLIER does not provide timely NOTICE to ANTCOM that a requested change may result in a difference in price or time for performance, ANTCOM's requested change shall not affect the price or time for performance.
- 11.3** SUPPLIER shall not make any change relating to GOODS, including without limitation, in the GOODS' contents, design, specifications, processing, packing, marking, shipping, price or date or place of delivery, except at ANTCOM's written instruction or with ANTCOM's prior written approval.
- 11.4** SUPPLIER may not change or alter in any manner: (i) any third party sub-supplier to SUPPLIER of the services, raw materials or goods used by SUPPLIER in connection with its performance under the PURCHASE ORDER; (ii) any facility from which SUPPLIER and/or any such third party supplier operates and that relates in any way to the GOODS, or to services, raw materials or supplies used by SUPPLIER in connection with performance under the PURCHASE ORDER; (iii) the price of any GOODS covered by the PURCHASE ORDER; (iv) the nature, type or quality of any services, raw materials or supplies used by SUPPLIER or its sub-suppliers in connection with the PURCHASE ORDER; (v) the fit, form, function, appearance or performance of any GOODS covered by the PURCHASE ORDER; or (vi) the facility at which the GOODS are produced, production method, or any process or software, or any production equipment used in the production or provision of, or as part of, any GOODS under the PURCHASE ORDER. SUPPLIER acknowledges that any change in the GOODS from the approved level may materially and detrimentally affect the functionality of ANTCOM's products which incorporate the GOODS and may also affect the safe or required operation of ANTCOM's products in which the assembly is installed. Accordingly, in addition to a breach of the PURCHASE ORDER, SUPPLIER agrees that the potential harm of altering the GOODS in any manner described above constitutes irreparable injury and that ANTCOM is entitled to a preliminary injunction prohibiting any deviation from the PURCHASE ORDER.
- 12.0** **WARRANTY AND DEFECTS CORRECTION**
- 12.1** In addition to any other express or implied warranties provided by law or otherwise, SUPPLIER warrants to ANTCOM, ANTCOM's

customer and their respective customers, successors and assigns that the GOODS when delivered to ANTCOM shall: (i) be new and conform in all respects to the PURCHASE ORDER and to all specifications, drawings, Quality Supplement(s), samples and other descriptions furnished by ANTCOM or otherwise obtained by SUPPLIER; (ii) be merchantable and free from all defects in design, workmanship and/or materials and be of highest quality and workmanship; (iii) be selected, designed, manufactured, assembled and packaged by SUPPLIER based upon ANTCOM's stated use and be fit and sufficient for the specific purposes intended by ANTCOM as evidenced in the PURCHASE ORDER and in the drawings and specifications; (iv) conform to all applicable laws in countries where the GOODS (or ANTCOM's goods into which the GOODS are incorporated) are to be sold or used; (v) for all GOODS which consist of services, SUPPLIER further warrants that its work shall be performed in a professional and workmanlike manner, consistent with all standards and specifications agreed to with ANTCOM and otherwise consistent with the highest industry standards.

- 12.2** All warranties of SUPPLIER extend to future performance of the GOODS and are not modified, waived or discharged by delivery, inspection, tests, acceptance and/or payment. ANTCOM's approval of any design, drawing, material, process or specifications shall not relieve SUPPLIER of these warranties. SUPPLIER waives any right to NOTICE of breach. The warranties in this Section 12 are intended to and shall provide ANTCOM with protection from any and all warranty claims brought against ANTCOM by ANTCOM's customer and their respective customers, successors and assigns, relating in any manner to the GOODS.
- 12.3** The warranty period shall run to the latest of the following: (i) eighteen (18) months from the date ANTCOM accepts the GOODS; (ii) the warranty period provided by applicable law; (iii) the warranty period offered by ANTCOM to ANTCOM's customer; or (iv) the warranty period ANTCOM's customer offers to end-users of the products or for the products into which the GOODS are incorporated.
- 12.4** At ANTCOM's request, SUPPLIER shall fully participate in any root cause investigation or analysis conducted by ANTCOM and/or ANTCOM's customer relating in any manner to the failure of the GOODS and provide all information requested by ANTCOM concerning the GOODS. In the event that the root cause analysis of a warranty failure is inconclusive but implicates the GOODS, the extent of SUPPLIER's liability shall be based upon a good faith allocation by ANTCOM of the responsibility for the warranty failure.
- 12.5** In the event that ANTCOM or ANTCOM's customer voluntarily or pursuant to a government mandate, makes an offer to end-users to provide remedial action to address a defect or nonconforming condition of the GOODS or any of ANTCOM's goods incorporating the GOODS, in connection with a recall campaign, service action or other corrective action ("Remedial Action"), the warranty shall continue for such time period as may be dictated by ANTCOM's customer or the government unit.
- 12.6** Where applicable, ANTCOM shall have the right to assign the benefits of this warranty described herein to its affiliates, its successors or assigns.
- 12.7** ANTCOM shall notify SUPPLIER as soon as is reasonably practicable of any breach of the warranty or of any defects in the GOODS. ANTCOM may instruct SUPPLIER to correct the design, re-perform, replace and/or repair the defective GOODS. Correction of the defective GOODS by SUPPLIER shall be without cost to ANTCOM.
- 12.8** Where SUPPLIER fails to promptly remedy the defective GOODS by the date stipulated in the NOTICE to SUPPLIER notifying the breach of the or where ANTCOM decides, at its sole discretion, that the carrying out by the SUPPLIER of the work necessary to correct defects may be prejudicial to its interests, then ANTCOM shall arrange for the correction of the defective GOODS by a third party at the sole expense of SUPPLIER. SUPPLIER shall be liable for and shall fully reimburse ANTCOM on demand for any and all reasonable costs incurred by ANTCOM in connection with the removal, correction, replacement and/or re-performance of the defective GOODS, including any associated transportation costs.
- 12.9** Neither failure on the part of ANTCOM, its affiliates or its customer to inspect, witness or test the GOODS, nor any failure of ANTCOM, its affiliates or its client to discover defects or reject the GOODS completed by the SUPPLIER or which are not in accordance with the PURCHASE ORDER, shall relieve the SUPPLIER from any liability or obligation under these TERMS AND CONDITIONS OF PURCHASE. For the avoidance of doubt, ANTCOM's acceptance of any delivered GOODS shall not relieve the SUPPLIER from any

liability or obligation under these TERMS AND CONDITIONS OF PURCHASE.

13.0 SUSPENSION

- 13.1** ANTCOM may at any time and at its sole discretion, suspend the provision of all or any part of the GOODS by giving written NOTICE to SUPPLIER. Such suspension shall not in any way invalidate the PURCHASE ORDER.
- 13.2** Upon receipt of the NOTICE referred to in Section 13.1, SUPPLIER shall discontinue the provision of the GOODS, or any part thereof as detailed within the NOTICE upon the date and to the extent specified, and shall properly secure and protect the GOODS as required by ANTCOM.
- 13.3** SUPPLIER shall use its best efforts to minimize and mitigate costs associated with ANTCOM's suspension of the PURCHASE ORDER and when requested by ANTCOM, shall immediately resume the performance of the PURCHASE ORDER. ANTCOM will grant no compensation or extension of time for any suspension that might result from an action or default caused by SUPPLIER.

14.0 TERMINATION

- 14.1** ANTCOM shall have the right to terminate all or any part of the PURCHASE ORDER, which shall be effective upon delivery of a written NOTICE or upon such other date specified by ANTCOM in writing.
- 14.2** "Cause" for termination includes the following actions: (i) SUPPLIER breaches any representation, warranty or other term of the PURCHASE ORDER; (ii) SUPPLIER repudiates, breaches or threatens to breach any of the terms of the PURCHASE ORDER; (iii) SUPPLIER fails to deliver or threatens not to deliver GOODS; (iv) SUPPLIER fails to meet applicable quality requirements so as to endanger timely and proper performance of the PURCHASE ORDER; (v) SUPPLIER makes an assignment for the benefit of creditors; (vi) proceedings in bankruptcy or insolvency are instituted by or against SUPPLIER; (vii) SUPPLIER requests accommodations from ANTCOM, financial or otherwise, in order for SUPPLIER to meet its obligations under the PURCHASE ORDER; (viii) SUPPLIER enters or offers to enter into a transaction or series of transactions that would cause a sale of a material portion of the assets used by SUPPLIER for the production and/or provision of GOODS to ANTCOM; (ix) SUPPLIER enters or offers to enter into a merger, sale or exchange of stock or other equity interests that would result in a change in control of SUPPLIER within the meaning of Section 409A of the Internal Revenue Code and regulations issued there under, in which case SUPPLIER shall notify ANTCOM within ten (10) calendar days after entering into any related negotiations (or the first period in which such negotiations can be made public consistent with applicable law) that could lead to such a transaction, provided that upon SUPPLIER's request, ANTCOM shall enter into an appropriate nondisclosure agreement related to information disclosed to ANTCOM in relation to such transaction; or (x) at any time in ANTCOM's sole judgment SUPPLIER's financial or other condition or progress on the PURCHASE ORDER shall be such as to endanger timely performance.
- 14.3** In the event ANTCOM elects not to terminate the PURCHASE ORDER in connection with an event that would constitute Cause for termination, ANTCOM may make such equitable adjustments in the price, payment terms, sole supply relationship and delivery requirements under the PURCHASE ORDER as ANTCOM deems appropriate to address changes in SUPPLIER's circumstances, including SUPPLIER's continuing ability to perform its obligations regarding warranty, nonconforming GOODS or other requirements under the PURCHASE ORDER, provided that ANTCOM must provide SUPPLIER with NOTICE and details regarding the adjustments.
- 14.4** ANTCOM also may, at its option and in its sole and absolute discretion, terminate all or any part of the PURCHASE ORDER at any time and for any reason upon seven (7) calendar days written NOTICE to SUPPLIER. Upon receipt of NOTICE of termination, whether under Section 14.2 above or this Section 14.4, unless otherwise directed by ANTCOM, SUPPLIER shall: (i) promptly terminate all work under the PURCHASE ORDER on the effective date of termination; (ii) transfer title and deliver to ANTCOM or its designee the finished GOODS, the work in process, and the parts and materials that SUPPLIER reasonably produced or acquired according to quantities ordered by ANTCOM and that SUPPLIER cannot use in producing GOODS for itself or for others; (iii) take actions reasonably necessary to protect property in SUPPLIER's possession in which ANTCOM has an interest; and (iv) upon ANTCOM's request, fully cooperate with ANTCOM in transferring the production of GOODS to a different supplier.
- 14.5** Upon termination by ANTCOM under Section 14.4, ANTCOM shall

- pay only the following without duplication: (i) the PURCHASE ORDER price for all finished GOODS in the quantities ordered by ANTCOM that conform to the PURCHASE ORDER for which SUPPLIER has not been paid; and (ii) SUPPLIER's reasonable actual cost of merchantable and useable work-in-process and the parts and materials transferred to ANTCOM under Section 14.4. In no instance shall SUPPLIER be entitled to payment that exceeds the price of the GOODS actually delivered.
- 14.6** Prior to termination of the PURCHASE ORDER under Section 14.2, ANTCOM may at its sole discretion, give NOTICE to SUPPLIER of its default and request SUPPLIER to cure the default. Should SUPPLIER fail to comply with such NOTICE or fail to agree with ANTCOM on alternative remedies, within seven (7) calendar days of the NOTICE ("Grace Period"), then ANTCOM may declare SUPPLIER to be in default and invoke the provisions of Section 14.2 following the expiration of the Grace Period.
- 14.7** In the event of termination of the PURCHASE ORDER, the rights and obligations of the parties these TERMS AND CONDITIONS OF PURCHASE shall remain in full force and effect with respect to the rest of the GOODS which are to be performed under the aforementioned PURCHASE ORDER.
- 14.8** The exercise by ANTCOM of the rights of termination stated herein shall be without prejudice to all other rights and remedies that ANTCOM may have under the PURCHASE ORDER and as permitted by law. ANTCOM shall have the right of reasonable access to enter SUPPLIER's premises or any other place where the GOODS or any part thereof are situated and to take possession of same to the extent provided under this Section 14.
- 14.9** SUPPLIER acknowledges that its sole right in the event of any failure by ANTCOM to perform any of its obligations under these TERMS AND CONDITIONS OF PURCHASE, is to seek financial relief in respect thereof which financial relief shall be strictly limited to the value of the PURCHASE ORDER to which such obligations relate.
- 15.0** **REMEDIES**
- 15.1** The rights and remedies reserved to ANTCOM in each PURCHASE ORDER shall be cumulative with and in addition to all other or legal or equitable remedies available to ANTCOM. SUPPLIER is liable for all damages incurred by ANTCOM, including but not limited to compensatory, indirect, special, punitive, exemplary or consequential damages, including damages for lost profits or other damages directly or indirectly related to profits, fines, penalties, charges, assessments or other costs, incurred by ANTCOM as a result of SUPPLIER's: (i) breach of any representation or warranty set forth in the PURCHASE ORDER; (ii) failure to timely deliver conforming or otherwise non-defective GOODS; (iii) failure to comply with the shipping and/or delivery or other requirements of ANTCOM; and/or (iv) failure to otherwise comply with the PURCHASE ORDER, even if SUPPLIER has cured the breach. Such damages shall include but not be limited to costs, expenses and losses incurred directly or indirectly by ANTCOM: (i) in connection with inspecting, testing, sorting, storing, reworking, repairing or replacing the nonconforming GOODS; (ii) resulting from production interruptions; (iii) conducting or participating in Remedial Action(s) or other corrective service actions; or (iv) resulting from personal injury (including death) or property damage caused by the nonconforming GOODS. ANTCOM's damages include reasonable attorneys' fees and other professional fees, settlements and judgments incurred by ANTCOM and other costs associated with ANTCOM's administrative time, labor and materials and any late or partial delivery of GOODS.
- 15.2** In any action brought by ANTCOM to enforce SUPPLIER's obligations in connection with the production or delivery of GOODS for possession of property, SUPPLIER acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipated or threatened breach of the PURCHASE ORDER and that, in addition to all other rights and remedies that ANTCOM may have, ANTCOM shall be entitled to specific performance including injunctive relief without the requirement to post bond or other security or other equitable relief as a remedy for any such breach, in addition to recovery of ANTCOM's reasonable attorneys' fees and expenses.
- 15.3** If the GOODS or supplies sold by ANTCOM which incorporate the GOODS are subject to a Remedial Action, the extent of SUPPLIER's liability shall be based upon a good faith allocation by ANTCOM of responsibility for the Remedial Action. ANTCOM shall notify SUPPLIER as soon as practicable after ANTCOM learns in writing that a Remedial Action being considered implicates the GOODS, and thereafter provide SUPPLIER with the data provided to it by ANTCOM's customer relating to the potential Remedial Action. In the event ANTCOM's customer sets-off the cost of a Remedial Action against sums due to ANTCOM and ANTCOM and/or ANTCOM's customer determine/s, in good faith, that the Remedial Action was caused by the failure of the GOODS to conform to the quality standards and/or warranties stated herein, in whole or in part, ANTCOM may set-off the costs to ANTCOM of the Remedial Action against sums due to SUPPLIER prior to the allocation of responsibility set forth above.
- 15.4** To the fullest extent permitted by law: (i) SUPPLIER hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or in connection with the furnishing of GOODS by SUPPLIER or anyone acting on its behalf; (ii) ANTCOM shall not be responsible for any injury to person (including death) or damage to any property resulting from SUPPLIER's possession, use, misuse or failure of any equipment, tooling or other property of ANTCOM furnished to SUPPLIER, and the use of any such property by SUPPLIER shall constitute acceptance by SUPPLIER of all responsibility for any claims for such injury or damage; and (iii) SUPPLIER shall defend, indemnify and hold harmless ANTCOM, ANTCOM's customer and the end-users of the products sold by ANTCOM or the end users of the products which incorporate the GOODS and all of their respective agents, customers, invitees, subsidiaries, affiliates, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements, judgments, and costs and expenses related to Remedial Actions) arising out of or resulting from any defective GOODS, or from any negligent or wrongful act or omission of SUPPLIER or SUPPLIER's agents, employees or subcontractors, or any breach or failure by SUPPLIER to comply with any of SUPPLIER's representations or other terms and conditions of the PURCHASE ORDER (including any part of these TERMS AND CONDITIONS OF PURCHASE).
- 15.5** If SUPPLIER performs any work on ANTCOM's premises or utilizes the property of ANTCOM (as defined in Section 18), whether on or off of the WORKSITE: (i) SUPPLIER shall examine the premises to determine whether they are safe for the requested work and shall advise ANTCOM promptly of any situation it believes to be unsafe; (ii) SUPPLIER's employees, contractors, and agents shall comply with all laws and regulations that apply to the premises and if so requested, must leave ANTCOM's premises at ANTCOM's sole and absolute discretion; (iii) SUPPLIER's employees, contractors, and agents shall not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (iv) to the fullest extent permitted by law, SUPPLIER shall indemnify and hold ANTCOM and its agents, successors and assigns, harmless from and against any liability, claims, demands, costs or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries (including death) to ANTCOM, its employees or agents, or any other person or entity to the extent arising from or in connection with SUPPLIER's work on ANTCOM's premises or SUPPLIER's use of ANTCOM's property as defined in Section 18.
- 15.6** SUPPLIER's obligations under this Section 15 to defend and indemnify shall apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise and, to the maximum extent permitted by applicable law, SUPPLIER's indemnification obligations shall apply even as to losses caused in whole or in part by an indemnified party's negligence, except to the extent that losses resulted solely and directly from the gross negligence or willful misconduct of such indemnified party. ANTCOM has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at SUPPLIER's expense. The indemnification obligations of SUPPLIER under the PURCHASE ORDER, including this Section, are independent of and in addition to any insurance and warranty obligations of SUPPLIER. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the benefit of SUPPLIER under Workers' Compensation Acts, or laws governing occupational diseases, disability benefits or other employee benefits.
- 16.0** **CONSEQUENTIAL LOSS**
- 16.1** To the extent permitted by law, ANTCOM shall have no liability to SUPPLIER or anyone claiming by or through SUPPLIER for any incidental or consequential or other damages of any kind whatsoever relating to ANTCOM's property supplied by ANTCOM, including loss and/or deferral of production, loss of product, loss of

use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect whether or not foreseeable at the date of the issue of the PURCHASE ORDER.

17.0 INSURANCE

17.1 SUPPLIER must arrange and maintain sufficient insurance to cover its full liabilities and obligations under these TERMS AND CONDITIONS OF PURCHASE and at law and shall provide on ANTCOM's demand, a valid certificate(s) of insurance in respect thereof, evidencing such coverage. SUPPLIER shall ensure that such insurance is to be in effect throughout the performance of the PURCHASE ORDER.

17.2 The insurances referred to in Section 17.1 shall include but shall not be limited to (i) comprehensive general liability insurance; (ii) comprehensive automobile liability insurance; (iii) property all risk/business interruption insurance; (iv) workers compensation and employer's liability insurance covering all employees engaged in the performance of this PURCHASE ORDER for claims arising under any applicable workers' compensation, occupation disease or health and safety laws and or regulations; (v) full fire and extended coverage insurance for the full replacement value of all of SUPPLIER's property (as such terms are defined in Section 18.1); and (vi) such other insurance coverage as may be requested from time to time by ANTCOM in its sole and absolute discretion. In each case SUPPLIER's insurance coverage will name ANTCOM and its affiliates (as applicable) as loss payee(s) and/or "additional insured(s)" and the coverage will be in such amounts sufficient to cover obligations set forth herein or in such amounts specifically set forth on ANTCOM's Insurance Addendum which when published, will form part of the PURCHASE ORDER.

17.3 The SUPPLIER's insurance policies referred to in this Section 17, shall be placed with a reputable and substantial insurer satisfactory to ANTCOM, and shall ensure that all insurances (other than Employer's Liability/Workers Compensation Insurance), to the extent of the liabilities assumed by the SUPPLIER under these TERMS AND CONDITIONS OF PURCHASE, shall be endorsed to provide that the underwriters waive any rights of recourse against ANTCOM, including in particular subrogation rights, in relation to the provision of the GOODS under the PURCHASE ORDER.

17.4 The failure of ANTCOM to request or receive a certificate of insurance from the SUPPLIER or the acceptance of an incomplete certificate shall not operate as a waiver of SUPPLIER's obligations hereunder. SUPPLIER's obligations under this Section 17 shall in no way limit SUPPLIER's indemnity obligations.

18.0 ANTCOM PROPERTY

18.1 "ANTCOM Property" shall mean and include: all information and materials, including tooling which has been furnished by ANTCOM to SUPPLIER or for which SUPPLIER has been reimbursed by ANTCOM such as fixtures, gauges, jigs, patterns, castings, cavity dies, molds, with all related appurtenances, accessions, and accessories ("Tooling"), packaging, documents, standards, specifications, samples, trade secrets, manufacturing processes, marketing and pricing data, proprietary information, Intellectual Property (as defined in Section 19.1) and other materials and items (including whether or not such materials are in any way modified, altered or processed) furnished by ANTCOM either directly or indirectly to SUPPLIER to perform the PURCHASE ORDER. ANTCOM's Property shall be and remain the sole and exclusive property of ANTCOM.

18.2 With respect to ANTCOM Property in the custody or control of SUPPLIER or sub-suppliers, contractors or agents: (i) SUPPLIER shall use it or permit its use only for the fulfillment of the PURCHASE ORDER for ANTCOM; (ii) SUPPLIER, at its own expense, shall keep ANTCOM Property in good working condition and house, maintain, repair and replace it as necessary so that such ANTCOM Property shall remain in the same condition as it was when it was received by SUPPLIER, except for normal wear and tear; (iii) SUPPLIER shall keep such ANTCOM Property fully insured for the benefit of ANTCOM at all times while in SUPPLIER's possession; and (iv) SUPPLIER shall keep ANTCOM Property, and cause any of its suppliers, contractors or agents in possession of such ANTCOM's Property to keep such ANTCOM Property, segregated from all other assets and labeled as being the property of ANTCOM. SUPPLIER shall not release, relocate or dispose of ANTCOM Property to any third party without the prior, express, written permission of ANTCOM. SUPPLIER shall promptly notify ANTCOM of the location of ANTCOM Property if located at any place other than SUPPLIER's facility

19.0 INTELLECTUAL PROPERTY RIGHTS

19.1 "Intellectual Property" means patents, copyrights, trademarks, trade names, trade dress, trade secrets, copyrights, know-how, concepts, ideas, discoveries, inventions (whether or not patentable), processes, developments, designs, dimensions, tolerances, suggestions, materials, improvements, works of authorship, artwork, software, documentation, intellectual property/proprietary rights, rights in other tangible and intangible assets of a proprietary nature, domain names, company names, and the like.

19.2 "Intellectual Property Rights" means all forms of Intellectual Property protection or proprietary rights available throughout the world, including, without limitation, utility patents, design patents, patent applications, design registrations, utility models, industrial designs, copyrights, trademarks, trade dress, trade secrets, and rights in domain names.

19.3 SUPPLIER warrants that the GOODS and the sale and/or use thereof (before or after incorporation into products during manufacture) are original to SUPPLIER and do not and shall not infringe any third-party's Intellectual Property Rights.

19.4 SUPPLIER agrees: (i) to defend, hold harmless and indemnify ANTCOM, ANTCOM's customer and all of their respective owners, shareholders, directors, officers, affiliates, successors, assigns and customers, against all losses, damages, liability, claims, costs and expenses (including reasonable attorneys' fees) related to any suit, claim or action for actual or alleged direct or contributory infringement of or inducement to infringe or violate any third party's Intellectual Property or Intellectual Property Rights arising out of or relating to the manufacture, sale or use of the GOODS, including cases in which SUPPLIER has provided only part of GOODS; (ii) to waive any claim against any indemnified party, including any hold-harmless or similar claim, in any way related to a third-party claim asserted against such indemnified party for infringement of any Intellectual Property Right, including any claim against ANTCOM that the infringement arose out of compliance with ANTCOM's specifications; and (iii) that if the sale or use of the GOODS is enjoined or, in ANTCOM's sole and absolute judgment, is likely to be enjoined, SUPPLIER shall, at ANTCOM's election in its sole and absolute discretion and at SUPPLIER's sole expense, procure for ANTCOM the right to continue using the GOODS, replace the same with equivalent non-infringing goods, or modify such GOODS so they become non-infringing.

19.5 ANTCOM shall have all ownership, right, title and interest in any potential Intellectual Property Right in any country in the world that is first developed, conceived, acquired or obtained in the course of performance of the PURCHASE ORDER, or through use of ANTCOM Property ("Foreground IP"). SUPPLIER hereby assigns to ANTCOM, and shall ensure that its sub-supplier shall assign to ANTCOM, with full title guarantee, all of its rights, title and interest including any future rights by way of present assignation in and to the Foreground IP. Such assignment shall be regarded by the parties as a present assignment of future rights which will take effect immediately upon the coming into existence of the Foreground IP. The parties agree that the price under the PURCHASE ORDER is deemed to include any fees payable to SUPPLIER in relation to the acquisition of the Foreground IP by ANTCOM. The acquisition of the rights in this Section 19.5 by ANTCOM shall cover all territories worldwide. If requested to do so by ANTCOM, SUPPLIER shall and shall cause its sub-supplier to, without charge to ANTCOM, execute all documents and do all such further acts as ANTCOM may require to perfect any assignment hereunder. To the extent that the Foreground IP includes any works of authorship created by or on behalf of SUPPLIER, such works shall be considered "works made for hire", and to the extent that such works do not qualify as "works made for hire", SUPPLIER hereby assigns to ANTCOM all right, title, and interest in all copyrights and moral rights therein.

19.6 ANTCOM may, at its sole discretion, give SUPPLIER a royalty free, revocable, non-exclusive, non-transferable, worldwide licence to use the Foreground IP for the purpose of fulfilling SUPPLIER's obligations under the PURCHASE ORDER. SUPPLIER shall not, in any event, be entitled to sub-license the Foreground IP and shall not be entitled to commercially exploit the Foreground IP.

19.7 Where Intellectual Property owned or developed by SUPPLIER other than in the course of performance of the PURCHASE ORDER or through use of ANTCOM Property forms an integrated part or component of the Foreground IP and are embedded within or enables the same ("Background IP"), then to the extent only that it is necessary to enable ANTCOM to obtain the full benefits of ownership of the Foreground IP, SUPPLIER hereby grants to ANTCOM, or shall ensure the direct grant to ANTCOM, of a

perpetual, royalty-free, irrevocable, non-exclusive, assignable and worldwide license to use SUPPLIER's Background IP for the purpose of commercially exploiting the Foreground IP. Such license shall be effective upon the coming into existence of the Foreground IP and shall cover all territories worldwide.

- 19.8** Where any Intellectual Property of SUPPLIER's sub-supplier or any third party forms an integrated part or component of the Foreground IP and are embedded within or enables the same ("Third Party IP"), then to the extent only that it is necessary to enable ANTCOM to obtain the full benefits of ownership of the Foreground IP, SUPPLIER shall ensure the direct grant to ANTCOM of a perpetual, royalty-free, irrevocable, non-exclusive, assignable and worldwide license to use the Third Party IP for the purpose of commercially exploiting the Foreground IP. Such license shall be effective upon the coming into existence of the Foreground IP and shall cover all territories worldwide.
- 19.9** SUPPLIER shall ensure that the terms of its contracts with its subcontractors and employees are consistent with the terms of this Section.

20.0 HEALTH, SAFETY AND ENVIRONMENT

20.1 In the event that it is necessary for SUPPLIER's personnel, its sub-suppliers, its agents and/or its representatives (for the purposes of this Section 20.0 "PERSONNEL") to enter ANTCOM's premises and/or WORKSITE, SUPPLIER agrees to assume full responsibility for the proper and safe conduct of its PERSONNEL to comply with all statutory requirements, site rules, and Health, Safety and Environmental ("HSE") rules and regulations. Any PERSONNEL attending any of ANTCOM's WORKSITES for the purpose of delivering the GOODS and/or performing the SERVICES must, prior to the delivery of the GOODS and/or performance of the SERVICES, make themselves fully aware of the WORKSITE rules and procedures with special focus on safety documentation, as well as any specific procedures defined within the attachments of the PURCHASE ORDER.

20.2 When required by ANTCOM, SUPPLIER is also required to ensure that its PERSONNEL participate in ANTCOM's HSE program(s).

20.3 SUPPLIER shall provide any PERSONNEL undertaking the provision of the GOODS at the WORKSITE with safety equipment, training together with safety related documentation where same is required under applicable law.

20.4 ANTCOM requires SUPPLIER, sub-suppliers and its and their PERSONNEL to actively pursue the highest standards of HSE performance. Failure of the SUPPLIER to meet these standards and/or produce evidence of a well-maintained and documented HSE program may be regarded as a material breach of these TERMS AND CONDITIONS OF PURCHASE and a basis for termination due to SUPPLIER's default in accordance with Section 14.

20.5 SUPPLIER shall notify ANTCOM without delay of any accidents which occur in connection with the fulfillment of the PURCHASE ORDER.

21.0 COMPLIANCE

21.1 Government Flow-Down. ANTCOM serves from time to time as a contractor and/or a subcontractor concerning contracts to supply to the United States government, including the supply of "commercial items" as defined in FAR 52.202-1. In those cases, SUPPLIER shall comply with the federal laws, regulations, and rules applicable to subcontractors of government contractors, and those provisions and clauses contained in and required to be flowed down by ANTCOM's United States government prime contract or sub-contract, including, without limitation, the following FAR clauses which are incorporated in this contract by reference to the extent applicable to the Order: (i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Orders or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)); (ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91); (iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232); (iv) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015); (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553); (vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)); (vii) 52.203-6, Restrictions

on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402); (viii) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)); (ix) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.); (x) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note); (xi) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C); (xii) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C); (xiii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jan 2025) (31 U.S.C. 6101 note); (xiv) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313); (xv) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a); (xvi) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a); (xvii) (a) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) of 52.219-6 (15 U.S.C. 644), (b) Alternate I (Mar 2020) of 52.219-6; (xviii) (a) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644) (b) Alternate I (Mar 2020) of 52.219-7; (xix) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)); (xx) (a) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)), (b) Alternate I (Nov 2016) of 52.219-9, (c) Alternate II (Nov 2016) of 52.219-9, (d) Alternate III (Jan 2025) of 52.219-9, (d) Alternate IV (Jan 2025) of 52.219-9; (xxi) (a) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)), (b) Alternate I (Mar 2020) of 52.219-13; (xxii) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637(a)(14)), (xxiii) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(a)); (xxiv) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Feb 2024) (15 U.S.C. 657f); (xxv) (a) 52.219-28, Post Award Small Business Program Representation (Jan 2025) (15 U.S.C. 632(a)(2)), (b) Alternate I (MAR 2020) of 52.219-28; (xxvi) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)); (xxvii) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)); (xxviii) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)); (xxix) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)); (xxx) 52.222-3, Convict Labor (Jun 2003) (E.O.11755); (xxxi) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Mar 2026) (E.O.13126); (xxxii) (a) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212), (b) Alternate I (Jul 2014) of 52.222-35; (xxxiii) (a) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793), (b) Alternate I (Jul 2014) of 52.222-36; (xxxiv) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212); (xxxv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496); (xxxvi) (a) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627), Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627); (xxxvii) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989) (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.); (xxxviii) 52.222-90, Addressing DEI Discrimination by Federal Contractors (APR 2026); (xxxix) (a) 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items), (b) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.); (xl) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (E.O. 13693); (xli) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (E.O. 13693); (xlii) 52.223-20, Aerosols (May 2024) (E.O. 13693); (xliii) 52.223-21, Foams (May 2024) (E.O. 13693); (xliiv) (a) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a), (b)

- Alternate I (Jan 2017) of 52.224-3; (xiv) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83); (xv) 52.225-3, Buy American-Free Trade Orders-Israeli Trade Act (Nov 2023) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43, (b) Alternate II (Jan 2025) of 52.225-3, (c) Alternate III (Feb 2024) of 52.225-3, (d) Alternate IV (Oct 2022) of 52.225-3; (xlvii) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note); (xlviii) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury); (xlix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note); (l) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150); (li) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150); (lii) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021); (liii) 52.232-29, Terms for Financing of Purchases of Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)); (liiv) 52.232-30, Installment Payments for Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)); (liiv) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332); (livi) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332); (liiii) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332); (lviii) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a); (lix) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)); (lx) (a) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631), (b) Alternate I (Apr 2003) of 52.247-64, (c) Alternate II (Nov 2021) of 52.247-64; (lxv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67); (lxvi) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67); (lxvii) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67); (lxiv) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67); (lxv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67); (lxvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67); (lxvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022); (lxviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706); (lix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792), ("Commercial Item FAR Sections"). SUPPLIER agrees to flow-down all applicable FAR and supplementary clauses, including the Commercial Item FAR Clauses, to any lower-tier subcontractors working pursuant to this PURCHASE ORDER. Where necessary, to make the language of the FAR clauses applicable to the PURCHASE ORDER, the term "Contractor" shall mean "SUPPLIER", "Supplier", "Vendor" or "Subcontractor" as appropriate, and the term "Contract" shall mean the "PURCHASE ORDER" or "Subcontract" as appropriate, and the terms "Government", "Covered Entity", "Contracting Officer", and equivalent terms and phrases shall mean "ANTCOM" or "Antcom". Where applicable, SUPPLIER certifies that it maintains no segregated employee facilities in compliance with applicable law, and that it is not debarred from being awarded federal or federally assisted contracts.
- 21.2** SUPPLIER represents that it will respond to any compliance and ethics questionnaire that ANTCOM may request SUPPLIER to complete from time to time.
- 21.3** Supplier Code of Conduct. As a part of Hexagon, ANTCOM will work only with suppliers and subcontractors ("Suppliers") that share Hexagon's values and commitment to ethical business practices. Hexagon's Supplier Code of Conduct (available on Hexagon's external website at <https://bynder.hexagon.com/web/5fa4e8ec1a489b01/hexagon-supplier-code-of-conduct/>) is intended to communicate Hexagon's minimum requirements for the standards and business practices of Hexagon's Suppliers. SUPPLIER agrees that it has read and will comply with the principles in Hexagon's Supplier Code of Conduct, and in full compliance with all applicable laws and regulations, in connection with Supplier's performance of this contract.
- 21.4** The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-300.5(d) and 60-741.5(d), and 29 C.F.R. Part 471, Appendix A to Subpart A, if applicable.
- 21.5** Any breach by SUPPLIER, its officers, employees, sub-suppliers and agents of any provision contained in this Section 21 shall be considered a material breach of the PURCHASE ORDER and these TERMS AND CONDITIONS OF PURCHASE and ANTCOM's remedies shall, in addition to the right of immediate termination, as set forth under Section 14, include any other remedies available under the applicable law.
- 21.6** SUPPLIER shall save, defend, indemnify and hold harmless ANTCOM from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities howsoever arising out of SUPPLIER's violation of this Section 21.
- 22.0** **RIGHT TO AUDIT**
- 22.1** The SUPPLIER and its sub-suppliers shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the PURCHASE ORDER. ANTCOM's representatives shall be afforded access to the SUPPLIER's records, books and correspondence and any other data relating to the PURCHASE ORDER and the SUPPLIER shall preserve these for a period of five (5) calendar years after final payment of the PURCHASE ORDER.
- 23.0** **CONFIDENTIALITY**
- 23.1** "Confidential Information" means non-public information, owned or controlled by the ANTCOM and obtained by SUPPLIER relating to the PURCHASE ORDER, all tangible property embodying or containing the same, and all derivatives thereof, including, without limitation, information relating to customers, suppliers, products, strategic plans, business logistics, market research and statistics, spend experience and other financial information, business methodologies, consultant findings and recommendations, scientific, technical, economic, or engineering information, including patterns, plans, compilations, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, copyright, patents or software codes, whether tangible or intangible, and however stored. Confidential Information shall not include any information which SUPPLIER can demonstrate by written documentation: (i) has come into the public domain through no fault or action of SUPPLIER; (ii) was rightfully known by the SUPPLIER prior to its disclosure hereunder; (iii) was independently developed by the SUPPLIER; (iv) was obtained by the SUPPLIER from a third party without restriction and which, to the best of the SUPPLIER's knowledge, has not violated any contractual or legal obligation said third party has with respect to such information; or (v) was approved in writing by the ANTCOM for further disclosure.
- 23.2** SUPPLIER shall not use the Confidential Information except in performance of the PURCHASE ORDER. Without limiting the generality of the foregoing, the SUPPLIER may not record, copy, reproduce, or store the Confidential Information except as is necessary for the performance of its obligations under the PURCHASE ORDER.
- 23.3** SUPPLIER shall not disclose the Confidential Information to any third party. SUPPLIER may disclose the Confidential Information only to its or its affiliates' representatives, agents, employees, consultants and/or independent contractors (collectively, "Representatives") who need to know such Confidential Information to fulfil the PURCHASE ORDER; provided, however, that such Representatives are not competitors of the ANTCOM and are bound by confidentiality and non-use obligations that are at least as restrictive as the terms of the PURCHASE ORDER. SUPPLIER shall remain liable for any breach of the PURCHASE ORDER by its Representatives. If SUPPLIER is required by a government or court order to disclose any Confidential information, SUPPLIER shall promptly provide written notice to the ANTCOM and, at the ANTCOM's request and expense, cooperate with the ANTCOM's efforts to resist such disclosure or obtain a protective order.
- 23.4** SUPPLIER shall use the same safeguards and precautions to avoid disclosure or use of the Confidential Information as it uses for its own confidential, proprietary and trade secret information of like kind, but in no case use less than a reasonable degree of care. SUPPLIER shall promptly notify the ANTCOM of any breach or threatened breach of the PURCHASE ORDER.
- 23.5** SUPPLIER shall, within five (5) business days of ANTCOM's request

or the expiration or termination of the PURCHASE ORDER, return all confidential and proprietary information (including all copies, notes and/or extracts thereof). This Section 23 shall survive termination of the PURCHASE ORDER.

- 23.6** 22.5 This Section 23 shall survive any expiration or termination of the PURCHASE ORDER for a period of 5 years from the date of such expiration or termination, even after the return or destruction of the Confidential Information by the SUPPLIER; and, with respect to trade secrets, this Section 23 shall survive such expiration or termination for so long as such Confidential Information remains a trade secret under the laws of the applicable jurisdiction. Upon the expiration or termination of the PURCHASE ORDER, or at any time upon ANTCOM's request, SUPPLIER shall promptly, and in any event no later than 10 days after the request, return or certify to the destruction of the ANTCOM's Confidential Information to the ANTCOM.

24.0 **ASSIGNMENT AND SUBCONTRACTING**

- 24.1** SUPPLIER shall not assign the PURCHASE ORDER or sub-contract any part of the PURCHASE ORDER without ANTCOM's prior written consent.

- 24.2** In the event that the SUPPLIER sub-contracts any part of the GOODS to a sub-supplier in accordance with Section 24.1, then SUPPLIER shall give ANTCOM adequate opportunity to review the form of sub-contract, the choice of sub-supplier, the part of the GOODS to be included in the sub-contract and any other relevant details as may be requested by ANTCOM.

- 24.3** No sub-contract shall relieve the SUPPLIER from any obligations or liabilities under these TERMS AND CONDITIONS OF PURCHASE and the SUPPLIER shall be fully responsible and liable to ANTCOM for the acts and omissions to act of its sub-suppliers as fully as though such acts and omissions to act were the acts and omissions to act of the SUPPLIER. Should ANTCOM suffer any loss as a result of the SUPPLIER utilizing sub-suppliers in the provision of the GOODS, then SUPPLIER shall fully indemnify ANTCOM on ANTCOM's demand for any and all losses suffered by ANTCOM in this respect. For the avoidance of doubt, the aforementioned indemnity shall apply irrespective of whether ANTCOM has provided its prior written approval for SUPPLIER to utilize the sub-supplier in the provision of the GOODS.

- 24.4** No sub-contract shall bind or purport to bind any member of ANTCOM. Nevertheless the SUPPLIER shall ensure that any sub-supplier shall be bound by and observe the provisions of the PURCHASE ORDER, any attached quality supplements, any specification document attached thereto and these TERMS AND CONDITIONS OF PURCHASE insofar as same shall apply to the sub-contract. Each sub-contract shall expressly provide for the SUPPLIER's unconditional right of assignment of the sub-contract to ANTCOM in the event that ANTCOM terminates the PURCHASE ORDER or any part thereof.

- 24.5** ANTCOM shall have the right to assign the whole or any part of the PURCHASE ORDER without SUPPLIER's consent. In such an event, SUPPLIER undertakes to execute without delay formal assignment of interest in the PURCHASE ORDER to the relevant party.

- 24.6** The PURCHASE ORDER shall inure to the benefit of and be binding upon the successors of ANTCOM and SUPPLIER.

25.0 **FORCE MAJEURE**

- 25.1** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the PURCHASE ORDER, for any failure or delay in fulfilling the PURCHASE ORDER or performing any term thereof, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, other government declared disasters or catastrophes, such as epidemics, pandemics or quarantines, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of the PURCHASE ORDER; and (f) national or regional emergency; and (i) any other similar events or circumstances beyond the reasonable control of the Impacted Party.

- 25.2** The Impacted Party shall give immediate notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as

reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 15 consecutive calendar days following written notice given by it under this Section, the other party may thereafter terminate the PURCHASE ORDER upon seven calendar days' written notice.

26.0 **EXCLUSIVE DISPUTE RESOLUTION MECHANISM**

- 26.1** The parties shall resolve any dispute, controversy, or claim arising out of or relating to this PURCHASE ORDER, or the breach, termination or invalidity hereof ("Dispute"), under the provisions of this Section 26. The procedures set forth in this Section 26 exclusive mechanism for resolving any Dispute that may arise from time to time and is a condition precedent to litigation of the Dispute.

- 26.2** A party shall send written notice to the other party of any Dispute ("Dispute Notice"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including not fewer than three negotiation sessions attended by authorized representatives designated by each party. In the event that such Dispute is not resolved on an informal basis within 30 calendar days after one party delivers the Dispute Notice to the other party, either party may refer such Dispute to the parties' respective Presidents/CEOs by notice from one party's President/CEO to the other party's President/CEO ("Escalation to Executive Notice"). For purposes of the Dispute Notice and the Escalation to Executive Notice, notices to ANTCOM shall not be effective unless a copy is also sent to legal.as@hexagon.com.

- 26.3** If the parties cannot resolve any Dispute for any reason, within 15 calendar days after the Escalation to Executive Notice, either party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 27.

28.0 **DATA PRIVACY**

- 28.1** While processing personal information the SUPPLIER collects or otherwise receives from ANTCOM in connection with this Agreement the SUPPLIER agrees to comply with all applicable personal information protection laws, in particular the European Union General Data Protection Regulation 2018 (EU GDPR) but also including the California Consumer Privacy Act of 2018 (the "CCPA").

29 **GENERAL PROVISIONS**

- 29.0** **Independent Contractors.** SUPPLIER's relationship with ANTCOM will be that of an independent contractor, and nothing in the PURCHASE ORDER should be construed as creating a partnership, joint venture, or employer-employee relationship.

- 29.1** **Amendment and Waiver.** The PURCHASE ORDER may be amended or modified at any time and any provision of the PURCHASE ORDER may be waived, provided that an instrument in writing is executed by both parties setting forth the amendment, modification, or waiver. SUPPLIER also agrees that ANTCOM's waiver or relaxation of any restriction, whether in a single instance or repeatedly, will not amount to a waiver or relaxation of similar or additional restrictions.

- 29.2** **Enforceability.** The invalidity or unenforceability of any particular provision of the PURCHASE ORDER will not affect the PURCHASE ORDER's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.

- 29.3** **Section and Other Headings.** Section and other headings contained in the PURCHASE ORDER are for reference purposes only and shall not affect in any way the meaning or interpretation of the PURCHASE ORDER.

- 29.4** **Notices.** All notices, requests and other communications required or permitted by the Order shall be in writing and may be (i) personally delivered or (ii) mailed by USPS certified or registered mail with postage prepaid and a receipt requested, or by a nationally recognized courier services such as FedEx or UPS, or (iii) if specified by ANTCOM in the PURCHASE ORDER, e-mailed, to the addresses provided in the PURCHASE ORDER. Notices delivered personally will be deemed received on the date delivered or refused. Notices mailed will be deemed received on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal service as not deliverable, as the case may be. Notices delivered by email shall be deemed to be served 24 hours after the party has emailed said notice. Notices shall only be regarded as being served during the normal working week of Monday to Friday. Any party may designate, by notice to the other party, substitute addresses or addressees for notices.

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- 29.5 Choice of Law and Venue.** The parties agree that the substantive laws of Illinois, but not the law of conflicts, shall govern the construction, validity and interpretation of the PURCHASE ORDER. The parties agree that any action related to the PURCHASE ORDER shall be brought in a state or federal court located in Peoria County, Illinois, and the parties submit to the jurisdiction of such court for disputes arising out of or related to the PURCHASE ORDER.
- 29.6 Entire Agreement.** The PURCHASE ORDER constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, written or oral. The provision of GOODS under the PURCHASE ORDER does not affect ANTCOM's rights under any related purchase orders that may exist between the parties