

CRFS INCORPORATED
STANDARD CONDITIONS OF SUPPLY FOR GOODS AND SERVICES

1 DEFINITIONS

The following terms shall have the following meanings:

Confidential Information means information which has value by virtue of not being publicly known and includes the commercial terms of the Quotation, the Functional Specification, the Software and any documentation.

Defect means the failure of the Product to conform in all material respects with the Functional Specification.

Delivery Date means the date on which the Products are delivered Ex Works (Incoterms 2010).

Functional Specification means the document containing the detailed functional specification of the Product.

Product means CRFS's products including the Software which are agreed to be supplied or have been supplied in accordance with an Order

Quotation means the Quotation provided by CRFS to the Customer.

Software means proprietary software developed by CRFS supplied with or incorporated in the Products.

Warranty Period means 12 months from Delivery.

2 ORDER ACCEPTANCE

2.1 Unless otherwise expressly agreed in writing by CRFS these provisions overrides any terms or conditions stipulated, incorporated or referred to by the Customer in its order or negotiations.

2.2 Notwithstanding acceptance of a Quotation and the placing of an order by the Customer, no contract shall arise until CRFS's written acceptance of the Customer's order. The Customer's order and CRFS's acceptance shall together constitute an "Order".

3 DELIVERY

3.1 CRFS shall use all reasonable endeavours to deliver the Product on the Delivery Date. CRFS undertakes to notify Customer of any anticipated deviation from such schedule.

3.2 Any Delivery Dates quoted are intended as fair estimates only and are not a term of the Agreement. In the event that there is a delay in the Delivery Date which is not due to Customer, then CRFS reserves the right to make deliveries in installments, to be separately invoiced and paid for by Customer in accordance with the agreed Payment Terms without regard to other scheduled deliveries.

4 ACCEPTANCE

4.1 Acceptance of Products will occur upon the Delivery Date, unless CRFS is notified in writing within 7 days from the Delivery Date that Customer is making any

claim including for shortages in delivery, failing which Customer will have waived such claims.

5 PURCHASE PRICE AND PAYMENT TERMS

5.1 The price is set out in the Quotation. The price is exclusive of:

- a) any applicable Sales Tax or any other levy or duty or local tax which shall be payable in addition by the Customer; and
- b) packaging, packing, carriage, shipping, duties, levies, and insurance.

5.2 Invoices will be raised according to the payment schedule defined in the Quotation.

5.3 Payment of invoices will fall due within 30 days of the date of invoice without deduction. In the event that payment of the full amount shown on any invoices is not made to CRFS within 30 days of the date of the invoice the Customer will be liable to pay interest on the amount unpaid at a rate of 2.0 per cent per month from the date of the invoice until the date of actual payment.

5.4 In addition, CRFS shall have the right, by written notice within 14 days from the date when payment became due, either, to suspend all further work until payment is made or, to rescind the Order for Product and to recover damages from the Customer for any resulting loss. The Customer shall have no right to withhold any such payments by reason of any set off or counterclaim in respect of any sums due from CRFS to the Customer or any claim by the Customer against CRFS for damages for whatever cause or on whatever grounds.

6 TITLE AND RISK

6.1 The risk in the Equipment shall pass from CRFS to Customer on Delivery.

6.2 Notwithstanding Delivery, CRFS shall retain title to the Products until all sums due from Customer for such Products have been paid in cleared funds to CRFS' bank account. Title to Software shall never pass to Customer.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 CRFS shall remain the owner of all copyrights, trademarks, trade secrets, inventions, patents, intellectual property and other proprietary rights in all materials, designs, processes, engineering details and other data in and to the Product and CRFS's Confidential Information.

7.2 Subject to payment of all invoices due and owing, CRFS shall grant to Customer a non-exclusive, non-transferable license to use the Software solely with and for the purpose of operating the Product,

7.3 Customer shall not: (i) modify, transmit, adapt, vary or create derivative works based on the Software; (ii) rent lease, sub-license, sell or otherwise transfer the Software to any third party or allow it (to be accessed by or copied onto another person's computer unless the License to use the Software is rightfully transferred together with the Product with which it was supplied or (iii) unless permitted by law or expressly permitted by this Agreement, Customer may not directly or indirectly, modify translate, reverse engineer, decompile, or disassemble the Software;

7.4 Customer acknowledges that the Software is supplied with a Licence Key which enables the Software to function during the term of this Licence. Use of the Software without a valid License Key is strictly prohibited.

8 CANCELLATION AND TERMINATION

8.1 The Customer may cancel an Order without cause only with the agreement of CRFS. The Order may be terminated by either party for material breach by the other party which is not cured within thirty days from receipt of notice, without prejudice to any of its other rights or remedies.

8.2 Without prejudice to any other right or remedy, either party may terminate the Order at any time by notice in writing to the other party if the other party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the other party (other than for the purpose of a solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in any other jurisdiction.

8.3 Termination for any reason whatsoever shall be without prejudice to any rights which shall have accrued prior to such termination. All of the Parties' rights and obligations regarding intellectual property rights and Confidential Information shall survive termination.

9 CONFIDENTIALITY

9.1 Each party agrees to use the other's Confidential Information solely for the purposes of benefiting the business relationship between the parties and to maintain such Confidential Information in confidence. The receiving party ("Recipient") agrees not to disclose Confidential Information of the other party ("Disclosing Party") to anyone else except those of the Recipient's directors, officers, employees, agents, consultants, , advisors and affiliates (collectively "Agent") involved in furthering that purpose whose duties justify the need to know such Confidential Information.

9.2 The Recipient's Agents who are to receive Confidential Information shall be advised of the confidential nature of the Confidential Information and shall have agreed in writing to keep such information confidential. The Recipient agrees that

at no time shall it or its Agents use or knowingly permit any other person or entity to examine, use, or derive benefit from the Confidential Information.

9.3 The Recipient shall not copy any Confidential Information of the Disclosing Party except as may be strictly necessary for the purpose above or as agreed in this Agreement. Upon the Disclosing Party's request, the Recipient shall immediately (i) return all Confidential Information it has received, including items containing or representing Confidential Information and all copies made by such party or its Agents; (ii) erase or destroy all Confidential Information it has received which is contained in computer memory or data storage apparatus; and (iii) destroy all materials incorporating such Confidential Information which were prepared by or for such party or its Agents.

9.4 CRFS will supply the Customer with a set of appropriate documentation and manuals for the use of the Product. Such Confidential Information is supplied only to enable the Customer to use and maintain the Product. CRFS's Confidential Information is provided on the express understanding that the Customer will keep it confidential and in particular, the Customer shall not allow third parties who are, or Customer should reasonably know are, competitors of CRFS to view, inspect or have access to any CRFS components, assemblies, Software or Confidential Information.

10 WARRANTY

10.1 CRFS warrants to Customer that the Product shall conform to the Functional Specification in all material respects during the Warranty Period.

10.2 In the event that there is a Defect during the Warranty Period, CRFS shall, at its option, repair, modify, or supply a replacement for the defective part. CRFS will bear its own costs in carrying out such warranty work. The decision as to whether to repair or replace the part or component shall be made solely by CRFS. However, if it turns out that the fault reported by Customer falls outside of the scope of the warranty, Customer shall reimburse CRFS for any costs and expenses incurred by CRFS in connection with such reported fault.

10.3 This warranty shall be subject to the following conditions:

- a) The defect is notified to CRFS in writing within thirty (30) days of its discovery;
- b) The part or component is returned to CRFS properly packed;
- c) The Product and its components have been handled, stored, maintained, installed, operated or otherwise used in accordance with sound engineering practice by competent qualified personnel and any instructions issued by CRFS;
- d) The Product and its components have not been subjected to any use other than that for which they were designed, or involved in any accident or subjected to any alteration or modification not authorised by CRFS and that any modification

so authorised by CRFS has been carried out in accordance with sound engineering practice;

- e) CRFS's investigations show that the components complained of are defective.
and
- f) The Software has not been modified by anyone other than CRFS or its nominees. CRFS will charge for any costs and expenses incurred up to the point of discovery of any such modification, and for all subsequent rectification work necessary to return the Software to its warranted condition.

- 10.4 Customer must obtain a Return Material Authorization (RMA) number and shipping instructions to the designated repair facility from CRFS prior to returning any Product under warranty. Transportation charges to the repair facility designated by CRFS will be paid by Customer and transportation costs back to Customer by CRFS unless the fault reported by Customer falls outside of the scope of the warranty, in which case Customer shall additionally be responsible for transportation costs to return the Product to the Customer.
- 10.5 CRFS does not warrant that the operation of the Software will be uninterrupted or error free
- 10.6 For standalone components of Products including third party software packages which are supplied but not manufactured by CRFS, (as notified to Customer from time to time), the original manufacturer's or licensor's warranty will be assigned to Customer to the extent permitted by the manufacturer or licensor and is in lieu of any other warranty, express or implied.
- 10.7 Any defective electrical or mechanical components or Software or firmware corrections replaced by CRFS will be warranted for a period of three months or until the expiry of the Warranty Period, whichever is the longer.
- 10.8 From time to time during the Warranty Period, CRFS may issue the Customer with a new software release with updates that should be applied by the Customer to the Product. Failure by the Customer to apply the latest release may, in exceptional circumstances, result in voiding of the warranty.
- 10.9 These warranties and the IPR warranty below replace and exclude to the extent permitted by law, all other conditions, warranties and representations (express or implied), statutory or otherwise.

11 IPR WARRANTY

- 11.1 Should any part of the Product become, or in CRFS's sole opinion be likely to become, the subject of any valid claim of infringement of a third party's intellectual property rights, Customer's sole remedy shall be that CRFS, at CRFS's option and expense, may either (i) procure for Customer the right to continue using the Product, or (ii) replace or modify the infringing part of the Product to render it non-infringing, but so that it shall have materially the same operational characteristics, function, and performance.

12 LIABILITY

- 12.1 EXCEPT FOR BREACH OF CONFIDENTIALITY OR INFRINGEMENT OF THE OTHER PARTIES INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER BY REASON OF ANY REPRESENTATION, WARRANTY (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), TORT (INCLUDING NEGLIGENCE), CONDITION OR OTHER TERM, OR ANY UNDER STATUTE, OR UNDER THESE EXPRESS PROVISIONS, FOR ANY LOSS OF PROFIT, REVENUE OR INCOME, LOSS OF DATA ANY LIABILITY UNDER ANY CLAIM BROUGHT OR INTIMATED BY A THIRD PARTY OR ANY EXPENDITURE DIRECTLY OR INDIRECTLY CAUSED BY, RELATED TO OR ARISING OUT OF ANY DEFECTS OR OTHER FAILURES IN PRODUCTS SUPPLIED BY CRFS OR SERVICES (INCLUDING, BUT NOT LIMITED TO, PUNITIVE DAMAGES, BREACH OF CONTRACT DAMAGES, BUSINESS INTERRUPTION, OR COSTS OF REPLACEMENT GOODS) CARRIED OUT BY CRFS OR OTHERWISE OR ANY OTHER CONSEQUENTIAL LOSS OR DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER WHICH ARISE OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE PRODUCTS OR SERVICES OR THEIR USE BY CUSTOMER.
- 12.2 EXCEPT OR BREACH OF CONFIDENTIALITY OR INFRINGEMENT OF THE OTHER PARTIES INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S LIABILITY OR THE AMOUNT OF ANY INDEMNITY, DAMAGES OR COMPENSATION PAYABLE ON ANY CLAIM OR CLAIMS WHATSOEVER CONCERNING OR RELATING, DIRECTLY OR INDIRECTLY TO THE PRODUCTS SUPPLIED OR SERVICES PROVIDED BY CRFS AND INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON NEGLIGENCE, MISREPRESENTATION, BREACH OF CONTRACT, OR WARRANTY, SHALL NOT IN AGGREGATE EXCEED THE MONIES PAID OR PAYABLE TO CRFS UNDER THE RELEVANT ORDER.
- 12.3 Nothing shall exclude or restrict CRFS's liability for fraud, willful injury to the person or property of another, or violation of law, whether willful or negligent.
- 12.4 The Customer acknowledges that only by reference to and by reason of the aforesaid limitations is CRFS able or willing to offer the Product and installation services at the prices quoted.
- 12.5 CERTAIN STATES DO NOT ALLOW THE EXCLUSION OF OR LIMITATION OF IMPLIED WARRANTIES AND INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE CUSTOMER, AND THE CUSTOMER MAY HAVE ADDITIONAL LEGAL RIGHTS.

12.6 SUBJECT TO CLAUSE 12.4 ABOVE, CRFS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES SUFFERED, DIRECTLY OR INDIRECTLY, BY ANY PERSON AS A RESULT OF (I) THE OPERATION OR USE OF THE PRODUCT IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE NOT SUPPLIED BY CRFS; (II) ANY MODIFICATION TO THE PRODUCT OR ANY OF ITS COMPONENTS, INCLUDING WITHOUT LIMITATION THE SOFTWARE, MADE BY CUSTOMER OR ANY THIRD PARTY; AND/OR (III) USE OF ANY THIRD PARTY SOFTWARE PROVIDED BY CRFS HEREUNDER.

13 GENERAL

- 13.1 Any Order under these provisions shall be governed by and construed in accordance with the laws of New York. In the event of any dispute between the parties other than collection of a debt or where either party is seeking injunctive relief, either party will give written notice to the other of the existence and nature of the dispute and the parties shall endeavour within a period of one (1) month (the initial period) from the date of the said notice to reach an amicable agreement after which by mutual agreement the dispute may be referred to the arbitration of an the American Arbitration Association (“AAA”) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes.. Their decision shall be final and binding on the parties for the purposes of this contract. Notwithstanding these actions any formal dispute which arises between the parties concerning this Agreement shall be determined by a state or federal court in New York and both CRFS and Customer each hereby submit to the exclusive jurisdiction of the state or federal courts of New York for such purpose.
- 13.2 A failure of either Party to exercise any right or remedy, in whole or in part, or on one or more occasions, shall not be deemed either a waiver of such right or remedy to the extent not exercised, or of any other right or remedy, on such occasion or a waiver of any right or remedy on any succeeding occasion.
- 13.3 Neither party will be liable for any delay in performing its obligations under these provisions if that delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by an act or omission or the other party) and the party affected will be entitled to a reasonable extension of time for the performance of its obligations.
- 13.4 Neither Party shall act or describe itself as the agent of the other, nor shall it make any commitments on the other’s behalf.
- 13.5 An Order under these provisions shall be binding upon the Parties’ respective successors and permitted assigns. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party.
- 13.6 Any notice may be given by sending the same by registered post, or facsimile addressed to the address above. Any notice sent by fax shall be

deemed to be delivered the next working day following transmission, any notice sent by post shall be deemed to be delivered three working days following the date of posting.

- 13.7 These provisions together with the Quotation and the Functional Specification and any documents incorporated by reference constitute the entire agreement between the Customer and CRFS in relation to the subject matter of the Order and supersede any prior communications whether verbal or in writing between the parties and there are no other understandings, representations or promises, written or oral, not included here or upon which either Party has relied. No variation of these provisions shall be effective unless expressly agreed in writing and signed by each party.
- 13.8 If any provision is held to be invalid, the rest of the provisions will continue to be valid to the maximum extent permissible under law.
- 13.9 Customer will not re-export any Products or products of which the Products are a component without first obtaining a license from the U.S. or other Government as required.
- 13.10 The Products are radio frequency communications equipment and certain regulations of telecommunications regulatory authorities may apply. It is Customer’s sole responsibility to ensure compliance with all such regulations and all other applicable laws and rules and to procure and maintain at its own expense any relevant license from such regulatory authority to install, operate and maintain the Products.
- 13.11 Third parties have no rights under this agreement.
- 13.12 Customer agrees to recover and recycle all Waste Electrical and Electronic Equipment (“WEEE”) in the Products in accordance with law and hereby indemnifies CRFS against any liability it may incur for failure to recover or recycle such WEEE