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ANTCOM STANDARD TERMS AND CONDITIONS OF SALE

1. **GENERAL.** THE SALE OF PRODUCTS AND SERVICES (“PRODUCTS”) AND/OR ASSOCIATED PARTS AND COMPONENTS (“ACCESSORIES”) BY ANTCOM CORPORATION (“ANTCOM”) TO THE PURCHASER IS EXPRESSLY LIMITED TO PURCHASER’S ACCEPTANCE OF QUOTED ESTIMATE (“QUOTE”) AND THE TERMS AND CONDITIONS CONTAINED HEREIN. ANTCOM OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS. NO MODIFICATION OR WAIVER HEREOF, WHETHER BY ORAL AGREEMENT, COURSE OF PERFORMANCE, OR ANY OTHER MEANS, SHALL BE EFFECTIVE UNLESS SET FORTH IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED OFFICERS OF BOTH PARTIES. PURCHASER’S ACCEPTANCE OF THE PRODUCTS SOLD HEREUNDER SHALL CONSTITUTE PURCHASER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE. THE QUOTE AND THESE TERMS AND CONDITIONS OF SALE CONSTITUTE THE PARTIES’ AGREEMENT (“AGREEMENT”) CONCERNING ANTCOM’S SALE OF THE PRODUCTS TO PURCHASER.
2. **PRICES AND PAYMENT TERMS.** Prices are exclusive of any applicable federal, state, provincial or local taxes or assessments. Such taxes and assessments will be included in Antcom’s invoice and paid by Purchaser. All prices are subject to adjustment, at any time, by Antcom for changes in vendor pricing. Unless otherwise set forth on a Quote or in a writing signed by both parties, payment for invoices are due net thirty (30) calendar days from the invoice date without discount for early payment. Purchaser shall remit payments in United States Dollars by credit card, wire transfer, or to: Antcom Corporation, Attn: Order Processing, 367 Van Ness Way, Suite 602, Torrance, California 90501. Antcom reserves the right to alter or suspend credit terms, require C.O.D. or advance payment whenever Antcom has reasonable doubt as to Purchaser’s credit-worthiness. If Purchaser becomes delinquent in payment or refuses to accept C.O.D. shipments, Antcom shall have the right, in addition to all other available rights and remedies, to cancel any or all Purchaser orders, withhold further deliveries, and declare all unpaid amounts for Products previously delivered immediately due and payable. Purchaser shall pay an interest charge of 1.5% per month or, if higher, the maximum amount permitted by law on all undisputed amounts past due, as well as all costs and expenses incurred by Antcom as a result of Purchaser’s failure to pay or delinquent payment, including costs and reasonable attorneys’ fees. Antcom shall retain a security interest in any Product sold to the Purchaser until the purchase price has been fully paid. Upon request, the Purchaser shall execute any and all documents and comply with Antcom’s reasonable requests to take all steps necessary to perfect Antcom’s security interest in the Products. Purchaser is not entitled to set-off any amounts due or allegedly due from Antcom to Purchaser from its debts towards Antcom.
3. **CANCELLATIONS AND CHANGES.** Cancellations or changes made with Antcom’s written consent will be subject to a cancellation fee of \$150.00 plus an amount up to 100% of the quoted price. A cancellation or change without Antcom’s written consent constitutes a breach of this Agreement and shall entitle Antcom to all remedies available at law or in equity.
4. **DELIVERY AND RISK OF LOSS.** All delivery dates are estimates only. Antcom’s only obligation with respect to delivery dates shall be to use reasonable efforts to meet same. Delivery terms shall, unless otherwise specified in Quote, be as follows: (a) U.S. domestic shipping (i.e. shipments are from a U.S. location to a U.S. location), will be FOB the designated Antcom facility; and (b) all other shipping will be FCA (as defined in Incoterms 2020) at the designated Antcom facility. Title and risk of loss to the Products shall transfer upon completion of delivery of the Products in accordance with the applicable delivery term specified above. Purchaser shall supply shipping instructions with: (a) “ship to” and “bill to” addresses; (b) Quote number; (c) details of the preferred carrier and account number; and (d) details of custom broker/freight forwarder including name and contact number. In the absence of specific instructions, or other requirements under applicable export laws, Antcom may select a carrier, insure the Products in transit, and charge Purchaser accordingly. Antcom will not be liable for any delays, breakage, loss or damage after having made delivery in good order to the first transportation carrier. All claims for loss or damage in transit are to be made by Purchaser directly to the transportation carrier and the appropriate insurance carrier retained by Purchaser. No deductions of any kind from the invoice amount shall be made. Unless otherwise specified in Quote, standard packing for domestic shipment is included in the quoted price. Purchaser shall pay for any special domestic or export packing requested or required. Shipments shall be deemed accepted by Purchaser unless written notice of rejection is received by Antcom within five (5) days after receipt of the Products by Purchaser.
5. **FORCE MAJEURE.** In the event either party is unable to fully perform its obligations hereunder (except for Purchaser’s obligation to pay for Products ordered) due to events beyond its reasonable control including but not limited to acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, terrorism, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order, that party shall be relieved of its obligations to the extent it is unable to perform. Timely notice of such inability to perform shall be given to the other party. In the event of Antcom’s inability to perform due to force majeure that continues for more than thirty (30) days, Purchaser shall be entitled to reduce its purchase obligations towards Antcom by the quantities purchased from other sources but shall not have the right to terminate this Agreement.
6. **INTELLECTUAL PROPERTY.** All patents, trademarks, copyrights, and other intellectual property rights embodied in the Products and any specifications, manual, training documents, sales documentation, drawing, technical description and other material that may be supplied by Antcom under or in connection with the supply thereof shall belong to Antcom, its third-party vendors and/or their licensors. Any data, patent, copyright, proprietary right or confidentiality, know how, trademark or process with respect to any services provided by Antcom is confidential and proprietary to Antcom, and all intellectual property rights, title and interest in same shall remain solely with

Antcom and/or its third-party vendors, if any and as the case may be.

7. **CONFIDENTIAL INFORMATION.** Any and all information concerning the Products or the transaction covered hereunder which Purchaser obtains or receives hereunder remains the exclusive property of Antcom and shall not be disclosed by Purchaser to third parties without Antcom's written consent. Purchaser shall have no right whatsoever to such information other than to use it for evaluation for the purpose of the transaction covered hereunder. Purchaser shall not reverse engineer, decompile or disassemble the Products or any portion thereof, or otherwise attempt to create or derive any Antcom or third-party intellectual property.

8. **THIRD-PARTY END-USER WARRANTIES.** Antcom hereby assigns and extends to Purchaser all end-user warranties on third party Products supplied by Antcom, to the extent Antcom is permitted to do so.

9. **LIMITED WARRANTY.** As used herein, the term "Warranty Period" means: (a) for Products – twelve (12) months from the date of shipment; and (b) for Accessories – ninety (90) calendar days from the date of shipment. Antcom warrants that, during the Warranty Period, it shall repair or replace, at its sole option and at its facility, any Product or Accessory which does not materially conform to Antcom's specifications or that is significantly defective in materials or workmanship ("Defective Product"), free of charge.

To obtain performance of this limited warranty, Purchaser may contact Antcom and Purchaser must return the Product to Antcom shipping prepaid.

This limited warranty does not apply where the Product or Accessory has been: (a) subjected to abuse, misuse, neglect, negligence, accident, damage during shipping, improper testing, improper installation, improper storage, improper handling, improper maintenance, abnormal physical stress, abnormal environmental conditions, abnormal use, any other condition outside of Antcom's specifications, or failure to follow Antcom's instructions; (b) modified, reconstructed, repaired or altered by persons other than Antcom or as authorized by Antcom; (c) used with any third-party product, hardware or product that has not been previously approved in writing by Antcom; or (d) returned with the original identification markings removed or altered. Further, any Product or Accessory designated by Antcom as a beta site test sample, experimental, developmental, research, prototype, preproduction, sample, incomplete, or out of specification product are provided AS IS and specifically excluded from this limited warranty. Further excluded from this limited warranty are Products and Accessories manufactured or created by a third party ("Third Party Materials"). Antcom does not independently warrant any Third Party Materials and the third party's warranty term may not coincide with the Warranty Period.

EXCEPT TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND, IT SETS FORTH ANTCOM'S SOLE OBLIGATION AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

10. **LIMITATIONS OF LIABILITY/INDEMNIFICATION.** **ANTCOM SHALL NOT BE LIABLE WHATSOEVER FOR ANY CLAIMS ARISING FROM OR RELATED TO THE USE OF ANY PRODUCTS. ANTCOM'S LIABILITY FOR ALL OTHER CLAIMS ARISING OUT OF OR RELATED TO ITS SALE OF THE PRODUCTS PURSUANT HERETO, OR ITS PERFORMANCE OR NON-PERFORMANCE HEREUNDER, SHALL BE LIMITED TO THE AMOUNT PAID PURSUANT TO THE APPLICABLE QUOTE GIVING RISE TO THE CAUSE OF ACTION. IN ADDITION, ANTCOM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING FROM OR RELATED TO ITS SALE OF THE PRODUCTS PURSUANT HERETO, OR ITS PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, PRODUCTION, REVENUE, OR DATA. THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO ALL CLAIMS WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY. EXCEPT AS PROHIBITED BY LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER DELIVERY. PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD ANTCOM HARMLESS FROM ANY AND ALL CLAIMS RELATED TO PURCHASER'S USE OF PRODUCTS.**

11. **TERMINATION.** Either party may terminate this Agreement: (a) upon breach of any material term by the other party which is not remedied within thirty (30) days after notice of such breach; or (b) if a party becomes insolvent or makes an assignment for the benefit of creditors, or such party institutes any voluntary proceeding under bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of the party's property, then termination shall be automatic and immediate; however, in the event any such proceeding is initiated by a third party against such party, termination shall be automatic if the such proceeding is not dismissed or cured by the party within thirty (30) days after the filing thereof.

12. **GOVERNMENT CONTRACTS.** If Products are purchased under a government contract or subcontract, Purchaser shall promptly notify Antcom of the provisions of any flowdown contract clauses required by applicable procurement laws. If compliance with such provisions increases Antcom's costs or liability, Antcom shall be entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs, or terminate this Agreement with Purchaser being responsible for all costs incurred by Antcom.

13. **EXPORT CONTROL.** Purchaser acknowledges that Products are subject to applicable export laws, including those of the United States of America, Canada, United Kingdom, the European Union, and any other jurisdiction in which the Products are utilized, and may be restricted or prohibited with respect to the Purchaser, or the country or nature of end-use. Purchaser shall not divert, export, re-export or import Products or any portion thereof: (a) to or in a restricted country; (b) to any entity or person on any denial/debarment list; or (c)

for any prohibited use, as designated by applicable export laws. Applicable export laws are subject to change and Purchaser alone shall be responsible for compliance therewith.

14. **DATA PROTECTION AND PRIVACY.** Personal information provided by the Purchaser will be used by Antcom in accordance with Antcom's Privacy Policy which may be found at: <https://antcom.com/privacy-policy> or provided on request from Antcom. Personal information may also be supplied to third parties, including debt collection agencies, for the purpose of enabling Antcom to collect debts owed by Purchaser.

15. **APPLICABLE LAW AND ARBITRATION.** This Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws of the State of California except for its choice of law rules. The parties agree to submit all disputes to binding arbitration which shall be held in Los Angeles County, California, in accordance with the rules of the American Arbitration Association ("AAA") pertaining to commercial arbitration. Within thirty (30) days after a party has notified the other in writing that it is submitting a dispute to arbitration, three arbitrators shall be appointed in accordance with said rules. Neither party shall be allowed to object to an arbitrator appointed by the other party. The arbitrators shall have no authority to award punitive damages or any other damages excluded herein. The arbitration award shall be final and binding, and it may be entered in and enforced by any court of competent jurisdiction. The party prevailing in the arbitration or any other legal proceedings shall be entitled to recover its costs including reasonable attorney's fees incurred due to the arbitration or other legal proceedings.

16. **OTHER TERMS.** Quotes issued subject to the terms contained herein shall be valid for thirty (30) days from the date of issuance unless otherwise stated in Quote. Purchaser and Antcom are independent contracting parties. Purchaser warrants that it will comply with all laws applicable to its performance hereunder. Nothing herein or in the course of performance of this Agreement shall grant either party the authority to create or assume an obligation on behalf or in the name of the other party, or shall be deemed to create the relationship of joint venture, partnership, association or employment between the parties. Neither party shall be entitled to assign its rights or obligations hereunder without the other party's prior written consent. A corporate reorganization, which does not result in a change of control or beneficial owner, shall not be deemed an assignment hereunder. In the event that any provision of this Agreement shall be declared invalid or unenforceable, the validity of any other provisions and of the entire Agreement shall not be affected thereby and the parties shall modify any invalid or unenforceable provision to achieve the intent of the parties to the greatest extent. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. This Agreement supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used in any way to modify the expressed understandings of this Agreement. Any future representations, promises and verbal agreements related to the Products will be of no force or effect unless reduced in writing signed by the parties. In the event of a conflict between the Quote and the terms and conditions contained herein, the terms and conditions of this Agreement shall prevail. THIS AGREEMENT MAY NOT BE AMENDED OR MODIFIED UNLESS SO DONE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ANTCOM. THE PRE-PRINTED TERMS AND CONDITIONS OF ANY PURCHASE ORDER ISSUED BY PURCHASER OR ANY OTHER TERMS AND CONDITIONS OF A DOCUMENT ISSUED BY PURCHASER ARE VOID, EVEN IF ISSUED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND SHALL NOT BE DEEMED TO CONSTITUTE A CHANGE TO THIS AGREEMENT UNDER ANY CIRCUMSTANCES WHATSOEVER.