

**Revision -, November 7, 2015**

## **Antenna Research Associates, Inc. Terms and Conditions of Sale, General**

**1. GENERAL** All references to ARA, Inc. herein shall mean Antenna Research Associates, Incorporated with offices in Beltsville, MD and Pembroke, MA and all references to Buyer herein shall mean the customer named in a purchase order, quotation or proposal. All orders placed by Buyer shall be considered offers which shall be deemed accepted upon notice thereof from ARA, Inc. Buyer will provide ARA, Inc. with a complete written authorization or purchase order containing necessary information, such as site name, type and quantity of product with reference to product model as quoted by ARA, Inc., requested delivery date and delivery instructions. Notwithstanding any terms or conditions which may be included in Buyer's purchase order form or other communication from Buyer, ARA Inc.'s acceptance is conditional upon Buyer's assent to, or if this writing is construed as the offer, acceptance hereof is expressly limited to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any terms or conditions other than those set forth herein are hereby objected to by ARA, Inc and shall not become a part of the agreement of sale unless expressly agreed to in writing by an authorized contracts officer of ARA, Inc. ARA, Inc. objects to all supplemental or inconsistent terms and conditions in any purchase order or other communication from Buyer. ARA, Inc.'s failure to object to any specific term or condition contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such term or condition. The terms and conditions set forth herein shall be deemed incorporated (as though set forth in full) into any agreement of sale entered into between ARA, Inc. and Buyer, unless otherwise modified in writing or expressly agreed to by ARA, Inc. in writing. ARA, Inc. quotations are not firm unless expressly indicated, with a specific period of time during which the quotation will remain firm on the face thereof. ARA, Inc. reserves the right, to modify the design and specifications of equipment designed by ARA, Inc., provided that the modification is reflected in applicable performance specifications specified by ARA, Inc. and that such modifications do not adversely affect performance requirements documented in a current Buyer purchase order. All orders are subject to prior credit approval. Stenographic, typographic and clerical errors are subject to correction.

**2. SHIPPING AND HANDLING** Unless otherwise specified by Buyer and agreed to by ARA, Inc. in writing, any shipping and handling charges incurred by ARA, Inc. for the purchase (e.g. Air, Parcel Post, and Common Carrier) will be included on the applicable invoice as a separately priced item to be paid by the Buyer. Freight charges are subject to frequent change and in consideration of ARA, Inc.'s agreement to hold to the charges stated, Buyer agrees to pay such amount without regard to the actual charges applicable at the time of shipment. It is understood that ARA, Inc. will not provide the Buyer with any copies of carrier freight bills. All packaging and packing shall be in accordance with ASTM D3951. Special export packaging, packing or crating, as required, will be quoted separately. Alternatively, the buyer may elect to provide ARA, Inc. with buyer's shipping account.

**3. DELIVERY AND TITLE** Unless otherwise specified, all deliveries and risk of loss shall be determined in accordance with Ex Works as per Incoterms 2010 (FOB Source). Shipping or delivery dates are best estimates only and subject to change based on ARA, Inc. commitments at the time Buyer's purchase order is received and accepted. ARA, Inc. reserves the right to make deliveries in installments, and contracts shall be severable as to such installments. A delay in delivery or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. Claims for shipment

shortage or damage shall be deemed waived unless presented to ARA, Inc. in writing within ten (10) days of delivery of each shipment, and failure to make any claim within ten (10) days after receipt of each product covered hereunder shall constitute an irrevocable acceptance thereof. Title to the products shall pass to Buyer upon shipment; however, Buyer grants to ARA, Inc. a purchase money security interest and right of possession in the products until Buyer makes full payment. ARA, Inc.'s rights to enforce such purchase money security interest and its right of possession shall be nonexclusive remedies. Buyer agrees to cooperate as necessary to assist ARA, Inc. in perfecting such security interest, upon request.

**4. COMMERCIAL WARRANTY** ARA, Inc. manufactured products are warranted against defects in material and workmanship for one year from the date of shipment unless otherwise agreed to in writing. In the event of a defect during the warranty period, Buyer will obtain a Return Maintenance Agreement (RMA) number and return instructions from ARA, Inc. and return item to the ARA, Inc. repair facility for repair or replacement. Repair at ARA, Inc.'s option may include the replacement of parts or equipment and all replaced parts or equipment shall be the property of ARA, Inc. Parts or equipment replaced during the warranty period are warranted for the remainder of the original applicable warranty period or ninety (90) days, whichever is greater. This express warranty is extended by ARA, Inc. to the original Buyer for commercial, industrial or governmental use, but not to any transferee unless agreed to in writing. Such action on the part of ARA, Inc. shall be the full extent of ARA, Inc.'s liability and Buyer's EXCLUSIVE REMEDY for breach of warranty or for any other defects in the products. Expenses of Buyer such as travel expenses and labor are not covered by this warranty. This warranty extends only to products manufactured by ARA, Inc., and it is expressly conditioned upon the equipment having been installed in accordance with industry standard practices, the standard installation and configuration practices provided by ARA, Inc. by a formally released installation procedure, and the equipment having been maintained in accordance with ARA, Inc.'s recommended standard maintenance practices. In no way shall verbal or informal guidance from ARA, Inc. employees be a basis for ARA, Inc.'s liability for improperly installed or damaged equipment. This warranty shall automatically terminate if the product is used in other than its normal and customary manner, has been subject to misuse, accident, neglect, or damage, is improperly disassembled or has improper alterations or repairs made to it, or if nonconforming parts are used in the product, unless done by a service facility authorized by ARA, Inc. to perform warranty service. Because each system is unique, ARA, Inc. disclaims liability for range, coverage, or operation of a system as a whole under this warranty except by a separate written agreement signed by an officer of ARA, Inc. An authorization, in the form of an RMA number and instructions, to return products under this warranty must be obtained from an ARA, Inc. representative prior to making shipment to ARA, Inc.'s service location, and all returns shall be shipped freight prepaid. ARA, Inc. will pre-pay return freight charges on repaired and replaced products found to be defective. **DISCLAIMER OF WARRANTIES: THE ARA, INC. WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Development products, including without limitation prototypes, pre-production articles and samples (whether or not paid for by Buyer), are provided "AS IS" and are not covered by any of the above warranties unless otherwise agreed in writing.

**5. PATENT AND COPYRIGHT INDEMNIFICATION** ARA, Inc. agrees to defend, at its expense, any suits against Buyer based upon a claim that any products furnished directly infringe a United States patent or copyright. ARA, Inc. agrees to pay costs and damages finally awarded in any such suit, provided that ARA, Inc., is notified promptly in writing of the suit and, at ARA, Inc.'s request and at its expense, is given control of said suit and all requested assistance for defense of same. If the use or sale of any products furnished hereunder is enjoined as a result of such a suit, ARA, Inc., at its option and at no expense to Buyer, shall obtain for Buyer the right of use or sale for said product(s) or shall substitute an equivalent

product reasonably acceptable to Buyer and extend this indemnity thereto, or shall accept the return of product(s) and reimburse Buyer the purchase price thereof, less a charge for reasonable wear and tear. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any patent or copyright by the combination of any products furnished by ARA, Inc. and other elements, nor does it extend to any products of Buyer's design or formula. THE FOREGOING STATES THE ENTIRE LIABILITY OF ARA, INC. FOR PATENT OR COPYRIGHT INFRINGEMENT.

**6. PAYMENT** For domestic shipments, ARA, Inc.'s standard terms of sale are net thirty days for the balance of invoice date, subject to the approval of ARA, Inc. For export shipments, the standard payment terms are irrevocable Letter of Credit (in accordance with ARA, Inc. Letter of Credit Guidelines) or Cash in Advance (as described below), unless ARA, Inc. has, prior to its acceptance of Buyer's purchase order, approved in writing other credit arrangements. All payments, whether by Letter of Credit or Cash in Advance, shall be made in U.S. Dollars (US\$) by electronic funds transfer. All orders on terms of Cash in Advance require a 30% payment for delivery lead times greater than 90 days or 50% for delivery lead times greater than 150 days upon placement of the order and the balance shall be paid prior to shipment. Exceptions to the payment terms included herein shall be subject to the prior consideration and written approval of ARA, Inc. Minimum acceptable order value is \$2,500. All orders are subject to credit approval. Master Card, VISA or AMEX are also accepted. A credit card processing fee of 6% will be required for all credit card orders. The Buyer shall make payments in full to ARA, Inc. at the address stated on the ARA, Inc. invoice or as otherwise specified in writing by ARA, Inc. Overdue payments are subject to a service charge of 1.5% per month or the maximum legal rate, whichever is lower. To the extent permitted by applicable law, Buyer agrees to pay any and all costs and disbursements, including reasonable attorney's fees, incurred by ARA, Inc. in legal proceedings to collect overdue invoices or enforce indebtedness. Buyer agrees that any and all costs or disbursements may be added to the total invoice amount already due at time of placement with an attorney or collection agency.

**REMITTANCE ADDRESS:**

Antenna Research Associates, Inc.  
12201 Indian Creek Court  
Beltsville, MD 20705-4224

**BANKING INFORMATION:**

WIRE TRANSFERS: The Columbia Bank  
(US FUNDS ONLY) 7168 Columbia Gateway Drive  
Columbia, MD 21046 USA  
ABA # 055002338  
WIRE TRANSFERS: Fulton International Group  
(NON-US FUNDS) One Penn Square  
Lancaster, PA 17602 US  
S.W.I.F.T.: FLBKUS33  
ABA# 03130142-2  
CREDIT TO: Antenna Research Associates, Inc.  
Antenna Research Assoc  
Account # 01-041673-02

**7. TAXES** Except for the amount, if any, of tax stated in an ARA, Inc. proposal, the prices set forth in an ARA, Inc. proposal are exclusive of any amount for federal, state, local, excise, sales, use, property,

retailers, occupation, in-country, import, VAT or similar taxes or duties. Such prices are also exclusive of all government permit fees, license fees, customs fees and similar fees levied upon delivery of the ARA, Inc. products and services. The Buyer shall be liable for all such taxes, duties and fees, regardless of whether or not the same are separately stated by ARA, Inc., and the Buyer shall pay the amount thereof to ARA, Inc. or, in lieu thereof, the Buyer shall provide ARA, Inc. with a properly executed tax exemption certificate acceptable to the taxing authorities prior to delivery of ARA, Inc. product. If ARA, Inc. is required to pay or bear the burden of any excluded tax then the Buyer shall reimburse to ARA, Inc. the full amount of any such tax payment no later than ten (10) days after receipt of an invoice.

**8. TERMINATION, CHANGES AND DELAYS** ARA, Inc. shall not be liable for any delay or failure to perform due to any cause beyond its control, including, but not limited to, acts of God, civil disturbances, default of any supplier, delays in Federal Communications Commission ("FCC") any other government or regulatory body authorization or license grant, government intervention, inability to obtain necessary labor, material or facilities, interruptions of transportation, strikes, or war. The delivery schedule shall be considered extended by a period of time reasonably necessary to perform after such event(s). Notwithstanding the preceding sentence, in the event ARA, Inc. is unable to wholly or partially perform due to any cause beyond its control, ARA, Inc. may terminate any contract without liability to Buyer. Buyer may cancel any order due to the default of ARA, Inc. upon thirty (30) day's prior written notice and failure to cure by ARA, Inc. Otherwise orders may be terminated, changed or delayed by Buyer only with the specific approval of ARA, Inc. and shall be subject to termination, change or delay charges which shall include compensation for specific expenses and costs related to commitments already made in connection with the order and a reasonable allowance for the cost of overhead, general and administrative expenses and profit in accordance with ARA, Inc.'s standard accounting practices. A minimum of a 30% cancellation fee will be applicable to any order canceled after fifteen (15) days. Change orders may also necessitate a change in the delivery schedule. In the event Buyer causes a delay in contract completion or delivery, ARA, Inc. shall have the right to submit invoices at sales value for progress to date, and Buyer shall pay the invoiced amount and all necessary storage charges and other costs incurred due to such delay.

**9. ANTI-CORRUPTION OBLIGATIONS** The U.S. Foreign Corrupt Practices Act and similar anti-corruption and anti-bribery laws in other countries generally prohibit making, promising, or offering payments or gifts to government officials to obtain or retain business or to secure any improper business advantage. Buyer will not offer or make any payments or provide anything of value to a government official to influence an official action that awards business, retains business or secures an improper business advantage in connection with the products. In the event of an alleged breach of the anti-corruption obligations, the Buyer shall cooperate in good faith with ARA, Inc to determine whether an alleged breach occurred. In such case, the buyer shall furnish to ARA, Inc all information requested to establish compliance with the Buyer's anti-corruption obligations.

**10. EXPORT CONTROLS** The products that Buyer obtains from ARA, Inc. are subject to the jurisdiction of US export control laws and regulations, which include the Export Administration Regulation (EAR), International Traffic in Arms Regulations (ITAR) and Office of Foreign Assets Control (OFAC). The re-export or re-transfer of ARA, Inc. equipment to other countries or parties may require a US export license or other approval. Buyer will not transfer the products in violation of any US export control law, including by making any exports or re-exports of ARA, Inc. equipment to the US embargoed countries of North Korea, Iran, Cuba, Sudan, and Syria or to other restricted destinations or parties that may be added to the restricted export list by the U.S. Government. Buyer acknowledges that the products will not be used in, or for any nuclear, chemical, biological weapons or applications. In the event of an alleged breach of export controls, the Buyer shall furnish to ARA, Inc. all information requested in order to verify compliance with U.S. export regulations.

**11. GOVERNMENT OR IN-COUNTRY LICENSING.** The Buyer is solely responsible for obtaining any licenses or other authorizations required by the FCC, Federal Aviation Administration or any other government regulatory bodies, and for complying with their rules and with the rules and regulations of any other U.S. or foreign regulatory agency, whether federal, state, local or otherwise. Neither ARA, Inc., nor any of its employees, will be an agent or representative of the Buyer in such matters or otherwise. ARA, Inc. may assist in the preparation of the license application by the Buyer; however, ARA, Inc.'s warranty shall not be modified to the detriment of ARA, Inc., and ARA, Inc. shall have no liability to Buyer or any third parties arising out of or relating to ARA, Inc. rendering technical advice, facilities or service in connection with such assistance.

**12. CONTROLLING LAW.** This document shall be governed by the internal laws of Maryland as applied to contracts entered into and performed within Maryland, by residents of Maryland, except for its conflict of law rules. The parties hereby agree that this document shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. BUYER HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND/OR FEDERAL COURTS LOCATED IN THE STATE OF MARYLAND AND WAIVES ANY OTHER FORUM OR VENUE TO WHICH BUYER MIGHT BE ENTITLED BY DOMICILE OR OTHERWISE. This document is prepared and executed in the English language only and any translation of this document into any other language shall have no effect on effectiveness of or the interpretation of this document.

**13. LIMITATION OF REMEDY,** ARA INC'S TOTAL LIABILITY IS LIMITED TO THE NET PRICE OF THE PRODUCTS SOLD HEREUNDER, EXCLUDING ANY CHARGES STATED SEPARATELY FROM THE PRODUCT PRICE ON THE INVOICE. BUYER'S SOLE REMEDY FOR LIABILITY OF ANY KIND, INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND PRODUCTS LIABILITY WITH RESPECT TO THE EQUIPMENT, SOFTWARE AND DOCUMENTATION FURNISHED HEREUNDER IS TO REQUEST ARA, INC., AT ARA INC'S OPTION, TO REFUND THE PURCHASE PRICE, EXCEPT THAT IN THE CASE OF A BREACH OF PRODUCT WARRANTY, THE BUYER'S SOLE REMEDY IS TO RETURN THE PRODUCT TO ARA, INC. FOR REPAIR IN ACCORDANCE WITH SECTION 4 OF THESE STANDARD TERMS AND CONDITIONS OF SALE.

**14. LIMITATION OF LIABILITY.** IN NO EVENT SHALL ARA, INC. BE LIABLE FOR INCREASED COSTS, LOSS OF PROFITS, LOSS OF GOODWILL, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON. THESE LIMITATIONS APPLY EVEN IF THE EXCLUSIVE REMEDIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

**15. LIMITATION ON BRINGING OF ACTIONS.** NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT.

**16. NO WAIVER.** The failure of ARA, Inc. to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions herein or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

**17. US GOVERNMENT ORDERS** The provision of Executive Order No. 11246 of September 24, 1965, as amended, regarding equal employment opportunity, and the rules and regulations issued pursuant thereto, are incorporated herein by reference. Any other US Government procurement regulations which are required to be included shall be specifically and separately agreed to in writing prior to incorporation into the final agreement of sale. ARA is classified as a small business.

**18. SPECIAL CONDITIONS OF QUOTATION AND SALE** Supplementary to the above terms and conditions of sale, circumstances which require quotation of special terms and conditions of sale are available from ARA, Inc. (Sales and/or Bid & Quote Departments) relating to the following: (A) Installation services (weather, employees, normal workday, FCC construction permits, realignment of existing equipment coordination, relocation of plant and equipment); (B) ARA, Inc. provided antenna installations of Buyer (antenna pipe mount, waveguide bridge, indoor waveguide runs, accessibility to building work areas, modification to Buyer's or Owner's premises, existing towers); (C) ARA, Inc. provided towers (grounding (REA), tower lighting, modification to Buyer's or Owner's premises); (D) ARA, Inc. provided roof mounted towers (roof reinforcing, transmission line entry, plot terrain, site accessibility, clearing and grading, tower load, future antenna loading); (E) Construction and/or civil work; (F) Dangerous or hazardous work conditions or environment.

**19. NO ASSIGNMENT** Buyer shall not assign any interest in the contents of this quotation without the prior written consent of ARA, Inc.

**20. INTELLECTUAL PROPERTY RIGHTS.** ARA, Inc and its licensors, shall own and shall retain all right, title and interest in and to: (a) any of its intellectual property rights, including any development thereof (including all copies, modifications, improvements and derivative works thereof, by whomever produced); (b) all of its service marks, trademarks, trade names or any other designations associated with ARA, Inc.'s technology and products; and (c) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to ARA, Inc.'s technology and products, whether registered or not (collectively "Intellectual Property Rights"). All intellectual property rights in work or resulting from work done by or on behalf of ARA, Inc. pursuant to this Agreement, if performed, and any subsequent modifications to same shall exclusively vest in ARA, Inc.

**21. PROPERTY RIGHTS.** Any tools, dies, jigs, fixtures, patterns, equipment, facilities or other property (hereafter "property") developed, procured, or utilized pursuant to execution of this Agreement, shall remain property of ARA Inc. for which the ARA Inc. shall retain all rights of ownership.

**22. ADVERTISING/NEWS RELEASES.** Buyer shall not, without first obtaining the written consent of ARA Inc., in any manner advertise or publish the fact that ARA Inc. has furnished or contracted to furnish Buyer with the supplies hereunder, or disclose any of the details connected with this Agreement to any third party.

**23. CONFIDENTIALITY AND USE OF ARA INC. FURNISHED ITEMS/INFORMATION.** Buyer agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or technical or proprietary or confidential information furnished, loaned or bailed by ARA Inc. (hereinafter collectively referred to as "Items/Information"). Notwithstanding any other provision herein, ARA Inc. and Buyer shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property. Buyer also agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by ARA Inc.

**24. INDEMNIFICATION.** Buyer shall indemnify, defend and hold ARA Inc. harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Buyer's (or any of Buyer's subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein, or (iii) products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party.

**25. NON-CIRCUMVENTION** For matters pertaining to this Agreement, Buyer shall not at any time prior to the expiration of three (3) years from the date of this Agreement, without the prior written consent of the Company, which consent the Company may withhold in its sole discretion, (a) attempt in any manner to deal directly or indirectly in any manner with any of the Contact Persons or other individuals or companies related to this Agreement including by having any part of or deriving any benefit from the agreement or any aspect thereof, or (b) by-pass, compete, avoid, circumvent, or attempt to circumvent the Seller by utilizing any of the Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

**26. COMPLETE AGREEMENT; INTERPRETATION** Buyer acknowledges that Buyer has read and understands these Standard Terms and Conditions of Sale as stated, and agrees to be bound by them and that these are the complete and exclusive statement of the agreement between the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter. No modification hereof shall be binding upon either party unless such modification is in writing signed by duly authorized representatives of the parties. If any part of the terms and conditions included herein is deemed contrary to, prohibited by or invalid under applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect as far as possible. All headings contained in these terms and conditions are for reference purposes only and shall not in any way affect the meaning or interpretation of these terms and conditions.

**27. AUTHORIZED CONTRACTS OFFICER** Only ARA, Inc. Authorized Contracts Officer: Brendan Regan or ARA, Inc. CEO: Logen Thiran, may accept or approve changes to these terms and conditions.