

1. Entire Agreement: Each party agrees that all sales of products ("Products") by Zinwave, LLC ("Seller") to Buyer are governed by these Terms and Conditions of Sale (the "Terms and Conditions") which supersede any other or inconsistent terms of Buyer or Seller. Each party agrees that the Terms and Conditions will also govern all sales of Products to Buyer by any Zinwave, LLC subsidiary, affiliate or division, in which case such subsidiary, affiliate or division will be the "Seller" under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate or division). Buyer acknowledges that these Terms and Conditions are subject to change from time to time and the parties agree that each sale of Products will be governed by the version of Terms and Conditions available online at www.zinwave.com under the Terms and Conditions tab at the time of acceptance by Seller of an order for such Products. The Terms and Conditions and the order for Products from Buyer and agreed by Seller ("Order") or other contract documents to which they apply constitute the entire agreement between the parties with respect to Products ("Agreement"). All references by Seller to Buyer's specifications and similar requirements are only to describe Products and work covered hereby and no warranties or other terms will have any force or effect. No other or inconsistent terms of Buyer, no modification, amendment or waiver to this Agreement and no cancellation, change or return of any Order under this Agreement will be binding on Seller until agreed in writing by Seller's authorized representative. Buyer may not rely on any representation, promise or term not set forth herein and Seller expressly objects to and rejects all terms not contained in this Agreement. Seller's acceptance of Orders, whether oral or written, and/or its delivery of Products to Buyer is based on the express condition that Buyer agrees to all of these Terms and Conditions.

2. Orders and Order Cancellations:

(A) All Orders will be in writing (includes electronic) and addressed to Seller's primary place of business. Seller will notify Buyer promptly upon becoming aware of any significant changes in applicable production lead times. A contract between Seller and Buyer will be formed only upon Seller's written acceptance of Buyer's Order or shipment of Product to Buyer pursuant to Buyer's written Order. All Orders will conform to the terms and conditions stipulated in this Agreement. Product scheduled to ship within 45 days may not be rescheduled by Buyer. Product scheduled to ship between 45 and 60 days will be allowed a one-time reschedule of up to sixty (60) days from original ship date.

(B) If Buyer cancels an Order within the times below, Buyer will be liable for a cancellation fee as provided below:

- (1) If Order is cancelled less than 4 weeks prior to shipment, cancellation fee is 50% of Order price;
- (2) If Order is cancelled less than 8 weeks prior to shipment, cancellation fee is 25% of Order price;
- (3) If Order is cancelled more than 8 weeks prior to shipment, there is no cancellation fee.

3. Delivery and Title:

(A) Delivery dates quoted by Seller are approximate and are based on prompt receipt of all necessary information from Buyer. Unless otherwise agreed in writing Seller will not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. Delivery of any installment of Product within up to thirty (30) days after the specified date by Buyer will not constitute grounds for a late delivery claim. Seller will not be in default for failure to deliver unless Seller does not commence to cure such failure within twenty (20) days after receipt of written notice of failure to deliver from Buyer in accordance with Section 9 below. Buyer's sole remedy for such default will be cancellation of the Order.

(B) Delivery of Product will be Ex Works (Incoterms 2010) Seller's designated point of delivery and upon such delivery risk of loss or damage to the Product will pass to Buyer. Title to the Products will pass to Buyer on receipt by Seller of payment in full therefore. Seller may change such point of delivery upon notice to Buyer. Buyer will be responsible for paying all freight, insurance and other charges or expenses of any kind beyond such delivery point to a freight forwarder designated by Buyer.

(C) Seller will not be obliged to make any deliveries if the aggregate amount of all invoices issued (whether or not due for payment) exceeds such credit limit as may have been established by Seller for the Buyer, or if any amount owing to Seller by the Buyer will not have been paid on the due date.

4. Pricing and Payment: All prices are quoted in US Dollars. Under normal circumstances pricing will be agreed on a quarterly, project, or Order basis between Seller and Buyer. Outside of normal business practice where Seller suffers an unexpected cost increase for raw materials, labor or services whether resulting from governmental action or any other cause beyond Seller's control, Seller reserves the right to increase prices for any undelivered Product. Any freight, costs and insurance, to the extent not paid directly by Buyer, will be separately set forth on the invoice. Seller's prices will not be subject to audit. Payment terms are net thirty (30) days from date of invoice. If, at any time or for any reason, Seller has cause to question Buyer's ability to perform, Seller may demand such assurances of Buyer's performance as Seller deems necessary in its discretion, including payment in advance for all shipments. In the event (A) Buyer fails within ten (10) calendar days of Seller's demand to provide Seller with such assurance, or (B) Buyer is declared bankrupt or insolvent or any proceeding is brought against Buyer, voluntarily or involuntarily, under any bankruptcy or insolvency laws, or (C) Buyer fails to make payment for Products when due, Seller may suspend its performance, cancel any Order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and collect any sums due and owing, its reasonable cancellation charges and all damages resulting from Buyer's default. Payments will be made without set-off. Additionally, if Buyer fails to make payment for Products when due, Buyer's account will be deemed delinquent and Buyer will be liable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount Buyer will be liable to Seller for all costs and expenses of collection, including court costs and reasonable attorneys' fees. Each shipment to Buyer will be considered an independent transaction, and payment will be made per transaction. If at any time, the Buyer delays receipt of shipments, payments to Seller will be due on the date when Seller is prepared to make shipment. Product held for the Buyer will be at the risk and expense of Buyer.

5. Taxes: Seller's prices do not include sales, use, excise or other similar taxes and Buyer agrees to pay the amount of any present or future such tax in addition to the price specified in each Order, unless Buyer, at the time of sale, provides Seller with all tax-exemption certificates required by taxing authorities.

6. Changes: Seller reserves the right to make any changes or modifications, including, without limitation, a design modification, to the Product at any time without incurring any obligation to make any such change or modification to any of the Product previously sold. Seller may

further discontinue any Product for sale to its customers generally at any time. Should Seller discontinue a Product for sale to its customers generally, Buyer will be granted last buy opportunities provided that the delivery dates requested by Buyer must be within six (6) months of the effective date of Seller's written notice of discontinuance.

7. Software License: Where software is provided as a Product or part of a Product (the "Software") Seller will provide this in the form of a programmed semiconductor memory, diskette, CD or for downloading over the Internet. Seller hereby grants to Buyer a non-exclusive, transferable, limited license, to (i) internally use the Software for purposes of supporting the Product only, and (ii) to sell the Software with the Product, in executable object code form only. All rights in the Software not expressly granted in this Section 8 to Buyer are retained by Seller.

8. Software Protection: Without limiting the generality of the last sentence of Section 7, (i) with respect to Software provided in executable object code form, Buyer agrees not to reverse assemble, reverse compile or otherwise reverse engineer the Software, in whole or in part, or otherwise attempt to obtain the source code of the Software or permit any third party to do so, except only if and to the extent such actions are expressly permitted by applicable law, and (ii) Buyer agrees not to modify or prepare derivative works of any Software, and (iii) Buyer agrees not to distribute the Software, except only in executable object code form as part of the Product, or lease, rent, timeshare, transmit or otherwise permit any third party to use or otherwise access any Software (other than as inherent in the normal use of a Product).

9. Acceptance: Use of the Product by Buyer, its agents, employees or licensees, or the failure by Buyer to either return the Product or to notify Seller of their intention to return the Product, within five (5) days following delivery of such Product will constitute acceptance of the shipment by the Buyer.

10. Seller's Limited Warranty:

(A) Seller warrants that each Product, when shipped, and for a period of twelve (12) months thereafter will be in substantial compliance with Seller's applicable written technical documentation for the Product. Seller will have the right to make substitutions and modifications from time to time in the specifications of Product sold by Seller provided that such substitutions or modifications will not materially affect overall Product performance. In the case that such modifications cause change to the form, fit and/or function of the Product, Seller will provide written notification to Buyer of their intentions and work with Buyer to transition the new device to production in a mutually acceptable manner.

(B) EXCEPT FOR SELLER'S LIMITED WARRANTY SET FORTH IN SECTION 10(A) ABOVE, SELLER PROVIDES THE SOFTWARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND. THE WARRANTY CONTAINED IN SECTION 10 REGARDING THE PRODUCT IS THE ONLY WARRANTY GIVEN BY SELLER. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OF TRADE, CUSTOM OR COURSE OF DEALING, AND BUYER HEREBY EXPRESSLY WAIVES ANY AND ALL SUCH WARRANTIES.

(C) With respect to any claims asserting breach of the limited warranty set forth in Section 10(A) above, Seller's liability is limited, at Seller's option, to replacing, repairing or issuing credit to Buyer (without interest), provided that prior to any replacement, repair or credit the following conditions are satisfied: (i) Seller is promptly notified in writing by Buyer upon discovery of any such breach; (ii) the defective Product(s) are returned to Seller, transportation charges prepaid by Buyer; (iii) the defective Product(s) are received by Seller for adjustment no later than four (4) weeks following the last day of the warranty period along with proof of purchase; and (iv) Seller's examination of such Product will disclose to Seller's own satisfaction that such failures did not arise as a result of misuse, abuse, improper installation or application, repair, alteration, or accident, or negligence in use, storage, transportation or handling by a person or entity other than Seller. The remedies provided in this Section 10(A) are Buyer's sole and exclusive remedies for breach of warranty by Seller.

11. LIMITATION OF LIABILITY: IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF PRODUCTS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, DOWNTIME OR CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. SELLER WILL NOT BE LIABLE AND BUYER AGREES TO INDEMNIFY SELLER FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM BUYER'S NEGLIGENCE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FROM SELLER FOR THE PRODUCT, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. NOTHING IN THIS AGREEMENT SHALL IN ANY WAY LIMIT THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR FOR FRAUD.

12. Default:

(A) If Buyer becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors or is otherwise unable to meet its obligations as they come due, such an event will be deemed a material default, entitling Seller to cease performance hereunder and to avail itself of all legal and equitable remedies it may have against Buyer.

(B) In the event of any default by Buyer including any breach of any of its obligations hereunder, Seller may decline to make further shipments without in any way affecting its rights under the Terms and Conditions set forth and may cease performance hereunder and avail itself of all legal and equitable remedies it may have against Buyer. If despite default by Buyer, Seller elects to continue to make shipments, Seller's action will not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for any such default.

13. Controlling Law; Consent to Venue; Dispute Resolution: This Agreement and all rights and obligations hereunder will be governed by, and construed in accordance with, the laws of the State of Alabama, without regard to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Products will not apply to this Agreement. All disputes, claims or controversies

(individually or collectively, a "Dispute") between Seller and Buyer arising out of or relating to this Agreement, including without limitation Disputes based on or arising from an alleged tort, will be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Disputes will be arbitrated in Birmingham, Alabama, U.S.A. Defenses based on statutes of limitation and similar doctrines will be applicable in any such proceeding, and commencement of an arbitration proceeding under this Agreement will be deemed commencement of an action for such purposes. The parties will select arbitrators in accordance with the Commercial Arbitration Rules of the AAA. The AAA will designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Seller and Buyer will each designate, within thirty (30) calendar days of receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated will select a third arbitrator from the eight remaining candidates. No Dispute will be arbitrated as a class action, representative or general public action, collective action, private attorney-general action, or otherwise be joined with claims of any other person ("Collective Proceedings"). Accordingly, AAA's Supplementary Rules for Class Arbitrations will not be applicable. If this limitation on Collective Proceedings is held by a court of competent jurisdiction to be unenforceable or interpreted to not prevent a Collective Proceeding, then such action will proceed in a court of law as provided below and not arbitration. If any arbitrator renders a decision regarding the question of arbitrability of the above limitation or orders any form of Collective Proceeding, then the arbitrator has exceeded its powers under the Federal Arbitration Act. Notwithstanding the foregoing, Seller reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in the state or federal courts of Alabama and the parties irrevocably agree that, except when the Dispute is arbitrated, the exclusive venue for all Disputes between the parties will be the state and federal courts of Alabama, to which jurisdiction each party hereby irrevocably submits. Each party waives any objection or defense that it is not personally subject to jurisdiction of the state and federal courts of Alabama; that venue of the action is improper; and that the action, suit or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail.

14. Compliance with Laws: Each party represents and warrants, in connection with transactions contemplated by this Agreement, and any other agreement contemplated by or entered into pursuant to this Agreement, that it will comply with all applicable federal, state and local laws, codes, regulations, orders and ordinances, including without limitation (A) all applicable laws and regulations regarding export controls, economic sanctions, trade embargoes and anti-boycott restrictions, and all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery Act (collectively, "Applicable International Trade and Anti-Corruption Laws"); and (B) all applicable equal opportunity requirements including those set forth in U.S. Executive Order 11246, the U.S. Rehabilitation Act of 1973, as amended, and the U.S. Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and regulations promulgated thereunder, and laws prohibiting discrimination against any person because of veteran status, disability, race, creed, color, national origin, religion, age or sex in any term or condition of employment, all of which are incorporated by reference into this Agreement; and (C) all applicable laws and regulations addressing human trafficking and slavery. Each party acknowledges and confirms that it and its officers, directors, employees, agents, contractors, designees and/or any other party acting on its behalf (collectively "Related Parties") are familiar with the provisions of Applicable International Trade and Anti-Corruption Laws. Each party agrees to indemnify, defend and hold harmless the other party and its employees from and against any and all claims, demands, costs, penalties and fines arising in connection with any alleged breach by the indemnifying party or any of its Related Parties of this Section. Seller may terminate this Agreement in its entirety, without liability to Buyer, if Seller believes in good faith that Buyer or any of its Related Parties has violated or intends to violate this Section.

15. Force Majeure: Seller will not be liable for any expense, loss or damage resulting from delay in delivery or prevention of performance caused by any event beyond Seller's reasonable control ("Force Majeure"), including without limitation: fire; flood; storm; act of God; strike, labor dispute or labor shortage; lack of or inability to obtain materials, fuels, supplies or equipment; civil unrest or riot; accident; transportation delay or shortage; act or failure to act of Buyer or any government; assertion by a third party of an infringement claim; or any other cause whatsoever, provided that such cause is beyond Seller's reasonable control. Seller will have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by Force Majeure.

16. Advice/Training: Buyer acknowledges that no installation, training or education is contracted for or purchased hereunder unless specifically agreed to in writing. If Seller offers or gives technical advice or performs any training in connection with the use of any Product, such advice or training will be provided only as an accommodation to Buyer, and Seller will have no responsibilities or liabilities whatsoever for the content or use of such advice or for any damages that may result from the use, support, maintenance, servicing or alteration of the Product by a Seller representative.

17. Intellectual Property; Confidentiality:

(A) Ownership: The parties agree that the Product, including all intellectual property rights therein and thereto, are owned exclusively by Seller (and its licensor(s), if any), and that Buyer will have no rights therein or thereto by virtue of these Terms and Conditions or otherwise, except only for the license to the Software granted in Section 7.

(B) Confidentiality: Buyer agrees to treat all engineering and technical information of or relating to the Product including the Software provided by Seller (together the "Confidential Information") as strictly confidential, and will use the same care to prevent disclosure of such information as Buyer uses with respect to its own valuable confidential and proprietary information of like kind, but not less than reasonable care. Buyer may disclose any Confidential Information to (i) only those authorized employees of Buyer whose duties justify their need to know such information and who have been clearly informed of their obligation to maintain the confidential and proprietary status of such Confidential Information, and (ii) only those authorized contractors of Buyers who have a need to know such information in performing their duties for Buyer and who have signed a confidentiality agreement with Buyer at least as protective of such Confidential Information as the provisions of this Agreement. Confidential Information may only be used for the purposes expressly permitted under these Terms and Conditions.

18. Miscellaneous:

(A) No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section 17(A), is binding on or effective against a party unless expressly stated in writing and signed by such party's authorized representative. Each party expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance or trade usage and that reliance on any waiver without the other party's written consent is unreasonable. Waiver by a party of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. A party's approval or consent to any action proposed by the other will not be considered an agreement to the propriety, fitness or usefulness of the proposed action, and will not affect the proposing party's obligation to strictly comply with this Agreement and all related Orders.

(B) Buyer may not assign this Agreement or any rights or obligations hereunder without Seller's prior written consent. Any attempted assignment in violation of this Section is void; however, this Agreement and the Terms and Conditions contained herein are enforceable against Buyer's successors and permitted assigns.

(C) Seller's remedies in this Agreement are cumulative and in addition to any other remedies available to Seller, whether at law, equity or otherwise.

(D) If any provision or part of a provision contained in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.

(E) No provision of this Agreement may be construed against either party as the drafting party.