

TeleCommunication Systems, Inc. Terms and Conditions of Sale
Solid State Drive Standard Products

1. **Payment:** Payments are due Net thirty (30) calendar days, after date of TeleCommunication Systems, Inc.'s ("Seller") invoice. No discounts shall apply.

2. **Delivery Terms:** Unless otherwise specifically agreed, delivery terms are FOB Seller's facility. Packaging, shipment or delivery of products shall be at the discretion of Seller. Risk of loss shall pass to Buyer upon delivery to the carrier at Seller's facility.

3. **Inspection:** Buyer should inspect and verify the contents of shipment upon receipt. All claims for shortage, damage, incorrect products or any other discrepancy must be made to Seller within thirty (30) calendar days after shipment is received. Buyer's failure to notify Seller within the thirty (30) day period shall constitute a waiver of the Buyer's right to any such claim.

4. **Limited Warranty:** Seller warrants that the supplied products will be free from significant defects in materials and workmanship. The products will substantially conform to their published specifications. The warranty period for Seller products starts from the date of purchase from Seller. The date of purchase is the date listed on Seller's Contract Shipment Notice/Certificate of Conformance received with the products. The warranty periods for Seller products are as follows:

- TeleCommunication Systems, Inc. Industrial SSD with Conformal Coating or Gel and/or Extended Burn-in 3 years
- TeleCommunication Systems, Inc. Industrial SSD Base Model 2 Years

This warranty is provided to the original purchaser of the products (Buyer) and is not transferable.

This warranty is limited, at Seller's option, to repairing, replacing, or giving credit for the products. Replacement products shall be equivalent products at the time a claim for warranty service is made to Seller under this Limited Warranty. Repaired or replacement products shall be warranted only for the unexpired portion of the warranty applicable to the original products. For products that were previously out of warranty and repaired by Seller, the warranty period is ninety (90) days from the date of purchase.

This warranty does not extend to any item which has been subject to misuse, improper installation, neglect or accident, nor does it extend to any item which has been repaired or altered by any party other than Seller. Any products returned with Seller's label removed, damaged or covered will be considered out-of-warranty and returned to the Buyer. Upon request, Buyer shall furnish to Seller reasonable evidence that the defect arose from causes other than those contained in the preceding sentence. SELLER RESPONSIBILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR, REPLACEMENT, OR CREDIT, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. THIS WARRANTY, EXCEPT AS TO TITLE, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE, AND THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES.

5. **Return Procedure:** In case of any claim in accordance with Clause 3. "Inspection", Buyer shall contact Seller at (800) 557-5869 or email: ssdsales@comtechtel.com for further instructions. In the event products are to be returned to Seller, a Return Material Authorization (RMA) number shall be obtained by Buyer prior to product return. Products shall be returned within fifteen (15) calendar days from the date the RMA number is issued. All products returned must have the RMA number prominently displayed on the shipping label and on any accompanying shipping documentation. Transportation charges in connection with products returned to Seller shall be at Buyer's expense. Transportation charges (not exceeding such charges to the

original destination point) for repaired or replacement items will be paid by Seller only if Seller is responsible for repair or replacement under the terms of this warranty. Buyer shall notify Seller in writing of any defect, furnish relevant information with respect thereto, and of the intended return of the item sufficiently in advance of the intended shipment date. A copy of the invoice and a letter providing details of the problem shall be included with the return shipment. Risk of loss for products returned to Seller shall remain with Buyer until such products are received by Seller.

- a. Any products returned with Seller's label removed, damaged or covered will be considered out-of-warranty and shall be returned to the Buyer.
- b. Seller shall test products returned by Seller for repair to determine if they are defective. If any products are found to be working properly, then they will be returned to Buyer at Buyer's expense.
- c. A minimum of ten (10) working days will be required for any repair and return of the products to the Buyer. If a longer period of time is required, then Seller will inform the Buyer.
- d. Seller will return repaired or replacement products at Seller's cost once it is determined that the returned products were defective and that they are still under warranty. This warranty does not extend to any item which has been subject to misuse, neglect or accident, nor does it extend to any item which has been repaired or altered by any party other than Seller. Upon request, Buyer shall furnish to Seller reasonable evidence that the defect arose from causes other than those contained in the preceding sentence. Repaired or replacement products shall be warranted only for the unexpired portion of the warranty.
- e. For products that Buyer desires to have repaired that are out-of-warranty, please contact Seller for a quotation to repair the products. Any such repaired products will have a ninety (90) day limited warranty.

6. Assignment: Seller may sub-contract all or any part of its obligations hereunder to a competent third party and may assign this Purchase Order to an affiliate at any time or to a non-affiliate as part of the sale of Seller's business. Seller may ship the products to be delivered under this contract in advance of the requested delivery date if Seller is acquired, transfers ownership of the company, sells the Solid State Drive product line, or otherwise exits the Solid State Drive business. Seller shall provide written notice to Buyer in advance of the occurrence of such an event and Seller's products shall be shipped no earlier than three (3) months from the date of Seller's written notice.

7. Force Majeure: Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent of such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, terrorism or other similar causes beyond its reasonable control. Such delay shall entitle Seller to a reasonable extension of time for performance.

8. Governing Law: This contract shall be interpreted, and the rights, duties, and obligations of the parties determined, by the laws of the State of Maryland.

9. Disputes: The parties agree that any controversy or claim arising out of or relating to this contract, that cannot be settled between them, may be litigated before any court of competent jurisdiction in the State of Maryland.

10. Limitation of Liability: THE WARRANTY, OBLIGATIONS AND LIABILITIES OF SELLER AND THE RIGHTS AND REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS, OR LIABILITIES EXPRESS OR IMPLIED ARISING BY LAW, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE SERVICE OR ANY WARRANTY IMPLIED THROUGH COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE OR (ii) CLAIMS ARISING OUT OF THE NEGLIGENCE OF SELLER OR SELLER'S SUPPLIERS OR (iii) ANY OTHER CLAIM ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE DESIGN, MANUFACTURE, SALE, OR USE OF THE PARTS, ANY COMPONENT THEREOF, AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE. NEITHER BUYER NOR SELLER SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR, WITHOUT LIMITING THE FOREGOING, FOR ANY LOST PROFITS OR ANY OTHER LOSSES OR DAMAGES FOR OR ARISING OUT OF ANY LACK OR LOSS OF USE OF THE PARTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF

SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS OR INCREASED COSTS OF ANY KIND. In no event shall the liability of Seller arising hereunder exceed the total price of the item that gives rise to the claim.

11. **Export Sales:** The products and or technology that Buyer obtains from Seller may be subject to the jurisdiction of U.S. 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 Seller's equipment and or technology to other countries or parties may require a U.S. export license or other approval. Buyer will not transfer the products and or technology in violation of any U.S. export control law, including by making any exports or re-exports of Seller's Equipment to the U.S. embargoed countries of North Korea, Iran, Cuba, 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 and technology 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 Seller all information requested to establish compliance with U.S. export regulations. Export compliance guidelines and classification information for Seller's equipment and technology are available upon Buyer's request to Seller.

12. **Foreign Corrupt Practices Act:** 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 Seller to determine whether an alleged breach occurred. In such case, the Buyer shall furnish to Seller all information requested to establish compliance with the Buyer's anti-corruption obligations.

13. **Limits of Agreement:** The terms, and conditions set forth herein constitute the complete and exclusive statement of all of the terms of the agreement between Seller and Buyer with respect to this contract. Any terms and conditions on the Buyer's Purchase Order will not be applicable.