

This order contains all the terms of the purchase and sale between Seller and the Buyer and supersedes any contemporaneous or prior correspondence, offers, understandings, representations and negotiations between them to the extent that they will conflict or are in addition to the terms contained herein, being intended as a final expression and complete and exclusive statement of the terms of the agreement.

Only the Seller Contract Management Representative has authority to make changes in, to amend, or to modify this order on behalf of Comtech PST Corp. Buyer shall not implement any changes or modifications to this order (including specifications and quality control provisions) without first having received written authorization to do so from Comtech PST Corp.'s Contract Management Representative

1. **ACCEPTANCE OF ORDERS/TERMS.** All orders for Goods and Services are subject to these Terms and Conditions, and all order may only be accepted in writing by Seller. Any terms and conditions in Buyer's Purchase Order, or other similar instrument, which are in addition to or inconsistent with these Terms and Conditions of Sale, shall not be binding and shall not apply, unless specifically agreed to in writing by Seller. These Terms and Conditions of Sale for Goods or Services shall take precedence over any terms contained in the Purchase Order or any other document. Acceptance of the goods and/or services described herein ("product") shall constitute acceptance of the terms hereof.

Buyer certifies by acceptance of the purchase order, that they are not included on any export debarment list. Buyer agrees to provide immediate written notice to the Seller if, during the term of the purchase order, the Buyer or any of its Principals are debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any U.S. contract or export transaction. Buyer agrees that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of Buyer, or any of its Principals, may constitute cause for immediate termination of the purchase order/contract unless corrective action is taken to the satisfaction of the Seller.

2. **DELIVERY.** Seller's delivery dates represent the Seller's best estimate based on current information and may be subject to change. All deliveries shall be F.C.A. at the Seller's facility.

3. **PACKAGING.** Seller shall package all goods to assure undamaged delivery in accordance with good commercial practices.

4. **INSPECTION AND ACCEPTANCE.** Final inspection and acceptance of the products shall be at Seller's facility in either Melville, New York or Topsfield, Massachusetts. In the event the Seller has agreed to source inspection of the products, Seller will provide the Buyer with one (1) week notice prior to the

Standard Terms and Conditions of Sale

date of such tests. In the event source inspection is waived, not specified, or not available within said one (1) week period, final inspection and acceptance will be by Seller's Certificate of Compliance

5. **TERMS OF PAYMENT.** Payment of the price for Goods or Services shall be made by Buyer to Seller within thirty (30) days after Delivery of the Goods, or upon completion of the Services. The unpaid portion of any amount not paid within thirty (30) days shall bear interest at the rate of 1 ½% of the outstanding balance per calendar month. Seller may at any time suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
6. **PRICES AND TAXES.** Prices as stipulated herein are free and clear of any and all non-U.S. Government or local taxes and import and export duties; all of which are the sole responsibility of the Buyer.
7. **CHANGES.** The Buyer may at any time request change(s) to the order within the general scope of work called for. If such change(s) cause an increase or decrease in the price of the items and/or an extension of the delivery schedule, Buyer shall be notified that Seller can comply, and of any change in the purchase price or delivery schedule. Seller shall not be obligated to proceed with such change(s) until Buyer provides its written agreement to the change in purchase price and/or delivery schedule. Under no circumstances shall Seller be bound to accept any change proposed under this section.
8. **FORCE MAJEURE.** Neither party shall be liable for any loss or damage hereunder due to unforeseen circumstances or to causes beyond its reasonable control, including without limitation, strikes, lockouts, riots, wars, acts of God, fires, floods, natural disasters, inability to obtain labor, delays caused by suppliers, subcontractors or other parties, material shortages, curtailment of or inability to obtain sufficient electrical or other energy supplies, licensing and/or exporting delays or compliance with governmental laws, regulations or orders. Prompt notice of any such delay beyond either party's control shall be given to the other party. Any such cause shall extend delivery dates to the extent of the delay incurred. It is in particular expressly agreed that any refusal or failure of any governmental authority to grant any export license legally required for the fulfillment by the Seller of its obligations hereunder shall constitute an event of Force Majeure, provided said refusal or failure is not due to the fault or negligence of the Seller.

It is understood that the non-occurrence of such events is among the basic assumptions upon which commitments by the Seller hereunder are made. The Seller will use its best efforts to meet the time for delivery specified in the purchase order but does not assume a firm obligation for delivery at that time.

9. **TITLE /RISK OF LOSS.** Passage of title and right to possession to the products shall remain with the Seller until all payments hereunder shall have been made in full in cash. The Seller reserves the right to decline to make deliveries hereunder except for cash whenever the Seller in its absolute discretion determines that the Buyer is not financially responsible; and in such event the Seller shall not be liable for the failure to deliver in whole or in part. Partial and/or early shipments shall be permitted, and if delivery is to be made in installments, no breach with respect of any installment shall be deemed to be a breach of the entire contract. The Buyer may not cancel this contract except upon the written consent of the Seller. The risk of damage to or destruction of the products shall be borne by the Buyer at all times after delivery by the Seller to a carrier for shipment.
10. **SHIPMENT.** Buyer may select the manner of shipment and the carrier by providing Seller with written shipping instructions at the time of placing the order. In the absence of specific instructions, Seller reserves the right to arrange delivery as necessary and Seller will ship by the method it deems most appropriate.
11. **EXPORT REQUIREMENTS. EXPORT COMPLIANCE.** Performance of this Purchase Order may involve the use of or access to articles, technical data or software that is subject to export controls set forth in the following: 22 USC 2751-2796, the Arms Export Control Act; 22 Code of Federal Regulations 120-130, International Traffic in Arms Regulations (ITAR); 50 USC 2401-2420, The Export Administration Act; and 15 Code of Federal Regulations 768-799, Export Administration Regulations; along with their supplemental laws and regulations collectively referred to as the "Export Laws and Regulations." Buyer represents and warrants that for all ITAR controlled Goods and Services, that it is a U.S. Person as that term is defined in the Export Laws and Regulations. Buyer shall comply with any and all Export Laws and Regulations and any license(s) issued there under. Buyer shall not give any Foreign Personnel access to any ITAR controlled technical data, software or Defense Articles, or provide unauthorized Defense Service, utilizing Seller's goods or technical data, as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Seller. Any request for such information must state the intended recipient's citizenship and status under 8USC 1101 and 8 USC 1324 (the immigration and Naturalization Act), and such other information as Seller may reasonably request. No consent granted by Seller in response to Buyer's request under this Paragraph shall relieve it of its obligations to comply with the provisions of this Paragraph or the Export Laws and Regulations, nor shall any consent constitute a waiver of these requirement or this Paragraph, nor constitute consent for the Buyer to violate any provision of the U.S. Export Laws and Regulations. The products that Buyer obtains from Comtech are subject to the jurisdiction of U.S. export control laws

Standard Terms and Conditions of Sale

and regulations, which include the EAR, ITAR and OFAC. The reexport or re-transfer of Comtech Equipment to other countries or parties may require a U.S. export license or other approval. Buyer will not transfer the products in violation of any U.S. export control law, including by making any exports or reexports of Comtech 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 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 Comtech all information requested to establish compliance with U.S. export regulations. Buyer shall indemnify and hold harmless Seller from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorney's fees and costs, arising out of any claim for Buyer's failure to comply with the requirements contained under this section or the provisions contained in the Export Laws and Regulations. Where Buyer has failed to perform in accordance with this section concerning Export Laws and Regulations, Buyer will be deemed to be in breach of the Purchase Order and these Terms and Conditions, and Seller may immediately terminate the Purchase Order.

Export compliance guidelines and classification information for Comtech PST products are available at www.comtechpst.com.

12. **U.S. GOVERNMENT REGULATIONS.** When the items purchased under this purchase order are for use in connection with U.S. Department of Defense prime contract or subcontract, the inclusion of any Federal Acquisition Regulation shall not operate to increase Buyer's rights with respect to audit, patent rights, and rights in technical data. The Books and Records of Seller shall only be made available to representatives of the U.S. Government. However, with respect to Buyer evaluation of contract cost proposals, Seller's policy is to allow Buyer review of the bases for the proposed quantities of material and labor hours, including any pertinent historical data, and the quotes and/or historical pricing data. All hourly labor rates and indirect rates can be verified through Seller's cognizant DCAA Audit Office.
13. **ANTI-CORRUPTION REQUIREMENTS.** 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

Standard Terms and Conditions of Sale

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 [Comtech] to determine whether an alleged breach occurred. In such case, the Buyer shall furnish to [Comtech] all information requested to establish compliance with the Buyer's anti-corruption obligations.

14. **CANCELLATIONS.** Orders cannot be canceled or modified by Buyer without the written consent of the Seller. In no event shall any order be modified or canceled for any portion thereof manufactured or in the process of manufacture at the time request for modification or cancellation is received by Seller, except upon terms satisfactory to Seller which shall protect and indemnify Seller against all loss. **LIMITATION OF LIABILITY.** Seller's aggregate liability on any claim of any kind, or loss or damages arising out of, connected with, or resulting from order(s) or from the performance or breach hereof including but not limited to any default termination or from the manufacture, sale, delivery, repair, use or resale of any Good(s) and/or Service(s) covered by or furnished under this agreement shall in no case exceed the payment, if any, received by Seller for the product(s), service(s) or part(s) which gives the claim or dispute. In no event shall seller be liable for any services rendered.
15. **TERMINATION FOR DEFAULT.** In the event the Buyer provides written notice to the Seller of its intent to terminate the purchase order, in whole or part, for Seller's failure to perform in accordance therewith, the Seller shall be entitled to a sixty (60) day period from such notice to cure such failure. If after expiration of this sixty (60) day period, the Seller has not cured such failure, the Buyer's sole remedy shall be to terminate the purchase order, in whole or part as applicable, at no cost. This order may not be terminated for convenience.
16. **ASSIGNMENT.** Buyer shall not assign this Agreement in whole or in part without the prior written consent of Seller which consent shall not be unreasonably withheld.
17. **WARRANTY.** Seller warrants for a period of twelve (12) months from the date of original shipment, that the product will be free from defects in material and workmanship and will be in conformity with the specifications and drawings included in the contract (the "Specifications"). This warranty does not cover any damage to product that results from improper installation, accident, misuse, abuse, insufficient or excessive electrical supply, or product that is opened or altered in any way without prior written authorization from the Seller.

Buyer shall request written return material authorization (RMA) within the warranty period prior to the return of any nonconforming product. If a product is found defective or not in conformance with the Specifications, it will be subject to adjustment only if written authorization is requested within

Standard Terms and Conditions of Sale

twelve (12) months from the date of original shipment by Seller and within thirty (30) days of the discovery of the defect by the Buyer. Requests for RMA should list product description, part number, serial number, quantity of product involved, the reason for return, information concerning operating conditions involved, and the period of use. In addition, the Buyer's original purchase order number must be cited. Once an RMA is obtained products must be shipped, transportation prepaid, within thirty (30) days by the most practical method of shipment. The Seller RMA number must be prominently displayed on the outside of the package and cited in the accompanying paperwork from the Buyer. Seller can accept no billing for packing, inspection, labor charges or other incidental costs in connection with any products returned for adjustment.

Unless otherwise requested by the Buyer, returned products found not subject to warranty adjustment will be sent back to the Buyer, transportation collect.

With respect to products found defective or not in conformity with applicable Specifications, adjustment will take the form, at Seller's option, of replacement or repair of the defective or nonconforming product, FOB Seller's plant. Buyer's sole and exclusive remedy for breach of warranty is limited to repair or replacement of defective product as set forth herein. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR COST ARISING FROM BREACH OF THIS WARRANTY.

In the event of replacement or repair pursuant to the foregoing warranty or at Buyer's expense, the validity of the foregoing warranty shall be twelve (12) months from the date of shipment of the repaired product less the period of time between the date of original shipment and the date of which Seller received return of the product for repair.

18. **REPAIRS NOT COVERED BY WARRANTY** For all repairs not covered by Seller's warranty, Buyer shall contact Seller to request the issuance of an RMA. Seller will only issue an RMA after receipt from Buyer of a written Purchase Order that contains the authorization for the Test and Evaluation Fee and designating the freight forwarder, specifying either "pre-pay and add" or "freight collect" terms, to ensure the return of the equipment. Seller will then issue written authorization permitting Buyer to return the equipment. Buyer may then return the equipment to Seller for repair at Buyer's expense. Upon receipt of the equipment Seller shall perform testing and evaluation, and, thereafter, Seller will provide Buyer with a written Repair Quote. All Repair Quotes are valid for sixty (60) days from the

Standard Terms and Conditions of Sale

date of issuance. Buyer must then either issue a Purchase Order for the total amount of the repairs or issue a written authorization to Seller to return the unit “as is.” The unit will then be returned to Buyer according to the freight terms listed in Buyer’s Test and Evaluation Purchase Order. Where Buyer has not provided Seller with a Purchase Order authorizing repair, within one-hundred eighty (180) days from Seller’s issuance of the Repair Quote, or directed that the equipment be returned “as is” at Buyer’s expense, Buyer then shall be deemed to have “abandoned the equipment.” Thereafter, Seller is hereby authorized to dispose of the “abandoned equipment.” Where Seller disposes of “abandoned” equipment,” Buyer expressly indemnifies, holds harmless, waives, and releases Seller from any and all claims, losses or damages resulting or relating to Seller’s disposition of Buyer’s “abandoned equipment.

On all repairs performed on Goods not covered by Warranty, Seller warrants all labor and materials utilized in the repair/servicing of the Goods to be free from defects for a period of three (3) months. Seller shall not under any circumstances be liable to buyer for incidental, special or consequential damages for loss of whatever nature arising out of or in connection with or resulting from the sale by seller or the resale or use by Buyer of any product(s) and/or services delivered hereunder. This warranty is stated in lieu of all other warranties, express, statutory or implied, or otherwise made including but not limited to the warranty of merchantability and fitness for a particular purpose and of all other obligations or liabilities on Seller’s part in connection with the sale of said products, Seller neither assumes nor authorizes any other person to assume for seller any other obligation or liabilities in connection with the sale of the product(s).

19. **LIMITATION OF LIABILITY.** Seller’s aggregate liability on any claim of any kind, or loss or damages arising out of, connected with, or resulting from order(s) or from the performance or breach hereof including but not limited to any default termination or from the manufacture, sale, delivery, repair, use or resale of any Good(s) and/or Service(s) covered by or furnished under this agreement shall in no case exceed the payment, if any, received by Seller for the product(s), service(s) or part(s) which gives the claim or dispute. In no event shall seller be liable for any services rendered.
20. **BUYER’S LICENSE TO USE** Seller hereby grants to Buyer a non-exclusive, perpetual, irrevocable, world-wide, fully paid up royalty-free license to use the goods in performance of Buyer’s contractual obligations to its customer, including the right to copy and modify any technical data and computer software delivered under the Purchase Order and the right to deliver such technical data and computer software to Buyer’s customers, if it is a required deliverable under Buyer’s contract with its customer.

21. **SELLER'S INTELLECTUAL PROPERTY RIGHTS.** The Purchase Order does not confer or grant to Buyer, in any manner whatsoever, any patent, trademark, trade secret, mask work, copyright or other intellectual property right held by Seller. All inventions, discoveries, copyrights, proprietary information, technical communications and records originated or prepared by Seller pursuant to Buyer's Purchase Order and/or Buyer's Statement of Work, including but not limited to papers, reports, charts, computer programs, and other documentation of improvements thereto, and including Seller's administrative communications and records shall be the Seller's exclusive property and Seller shall retain all intellectual property rights thereto. Intellectual Property Rights to all hardware, software, or other materials developed or otherwise obtained by Seller for the purpose of fulfilling the terms of Buyer's Purchase Order or Statement of Work, shall remain the exclusive property of the Seller. If Seller creates derivative works of existing products, Seller shall retain the Intellectual property rights to the pre-existing work and shall own the intellectual property rights to any derivative products. Under no circumstances shall any products or research and development provided by Seller to Buyer be considered "works for hire."

The rights of the U.S. Government in technical data, computer software and inventions pertaining to the goods and/or services delivered under the Purchase Order are set forth in the applicable FAR and DFARS clauses, subject to Seller's reservation of rights.

22. **PATENT IDEMNITY.** Seller shall indemnify and hold Buyer harmless from, and release and not make claim or suit against Buyer because of any suits, claims, losses or other liabilities made against, or suffered by, Buyer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law or claim of unfair trade, or of unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale, or delivery of the goods sold to Buyer by Seller.

23. **PROTECTION OF PROPRIETARY INFORMATION.** If a separate confidentiality, nondisclosure, or proprietary information agreement exists between Seller and Buyer, which relates to the subject matter of the Purchase Order, then confidential or proprietary information furnished by one party to the other party shall be protected pursuant to such agreement, and this Paragraph shall not apply. For purposes of this Paragraph, "Information" shall mean information disclosed to Buyer by Seller, in connection with this Purchase Order, which is identified by one party as being proprietary, or which is information that a reasonable person would understand to be such information. Examples of "proprietary information" include, but are not limited to, customer lists, pricing policies, market analyses, business plans or programs, software, specifications, manuals, notes, annotations, performance data, designs, drawings, processes, data reports, test reports, and photographs; and

Standard Terms and Conditions of Sale

engineering, manufacturing, or technical information related to Seller's products, services, equipment or processes as well as duplicates, copies or derivative works thereof. Data and information provided by Seller shall be considered proprietary only when marked "proprietary. Seller's proprietary data and information will be used by Buyer only upon approval of Seller.

Buyer's obligations with respect to Proprietary Information disclosed hereunder prior to the performance in full, termination or cancellation of the Purchase Order shall not, be affected.

24. **APPLICABLE LAW.** This Order and the performance hereunder shall be construed and enforced in accordance with the laws of the State of New York, United States of America. Buyer shall comply with all applicable laws, Executive Order, or regulations (including export administration regulations). Buyer agrees to indemnify and hold harmless Seller against any loss, cost, liability or damage by reason of Buyer's violation of any applicable laws, Executive Order or regulation.
25. **DISPUTE RESOLUTION.** [U.S. Domestic] Any controversy or claim arising out of related to this order shall be settled by arbitration in the State of New York in accordance with the commercial rules of the American Arbitration Association by arbitrator appointed in accordance with those rules. The determination by arbitrator shall be final in binding and shall be enforceable in any court of competent jurisdiction. [International] All disputes arising in connection with this purchase order shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by three arbitrators, appointed in accordance with the said Rules. The meetings shall be held in The Hague, The Netherlands.
26. **CONFLICT OF MINERALS.** Seller is hereby notified that in accordance with Section 1502 of the Dodd-Frank Wall Street and Consumer Protection Act certification shall be provided to the Buyer that product(s) / component(s) supplied are "DRC Conflict Free". Conflict Minerals are those minerals, including cassiterite, columbite-tantalite (coltan), gold, wolframite and their derivatives (limited to tantalum, tin, and tungsten), that originated in the Democratic Republic of the Congo (DRC) or an adjoining country and financed and/or benefited armed groups.
27. **INVALIDITY OF ANY PROVISION.** If any term or provision of this agreement, or the application thereof to any circumstance shall be invalid or unenforceable, the remaining terms or provisions shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
28. **WAIVER.** A waiver of any of the terms or conditions hereof shall not be deemed and continuing waiver but shall apply solely to the instance to which the waiver is directed.

29. CLAUSES SPECIFIC TO INTERNATIONAL BUYERS.

EXPORT LICENSE: If required, the Seller will be responsible for obtaining a valid U.S. export license, unless otherwise agreed to by the parties. In the event the Seller is unable to obtain a valid export license, the contract will automatically terminate at the mutual convenience of both parties and the Buyer shall reimburse the Seller for costs incurred through said termination.

LETTER OF CREDIT: The Buyer agrees at time of order placement to open an irrevocable documentary Letter of Credit (LOC) in favor of the Seller confirmed by a prime New York bank, payable at sight upon presentation of Seller's draft. In the event the required LOC is not in-place at time of order placement, the Seller shall not comment work and shall be entitled to a day-for-day delay in schedule until the Seller determines that the LOC is properly in-place. In the event the required LOC is not in-place within fifteen (15) days after placement of an order, the Seller may terminate the order and the Buyer shall reimburse the Seller the costs incurred through said termination. In addition, Buyer is responsible for all bank charges relative to the LOC.

ENTIRE AGREEMENT. The terms and conditions as set forth herein, together with any other document incorporated by reference, constitute the entire agreement between Buyer and Seller with respect to any order. No modification hereof, shall be of any force and effect unless in writing and duly signed by authorized representative of each party.