

## Belden Americas General Terms and Conditions of Sale (Ex Canada) Belden Inc. and its associated and independent brands

(Revised March 2025)

**I. Selling Entities.** Belden Inc., a Delaware corporation, is the worldwide parent company and is the predominant selling entity for Belden sales made in the United States. Hirschmann, Lumberg Automation, Mohawk, Tofino Security and West Penn Wire are unincorporated divisions of Belden Inc. Hirschmann Automation and Control GmbH, Belden Deutschland GmbH, Belden Wire & Cable B.V., Belden Solutions NV, Macmon Secure GmbH, Netmodule AG, Belden Shanghai, Belden Suzhou, Belden Solutions Asia Limited, Belden Singapore, Belden Asia, Belden Australia, GarrettCom, Inc., a California corporation, and ProSoft Technology, Inc., a California corporation, are direct or indirect, wholly owned subsidiaries of Belden Inc. that may act as the selling entity for certain products in certain geographies. Whichever entity is the selling entity for a particular transaction as documented in the invoice sent to Buyer by Belden or one of its affiliates is referred to herein as "Company."

### II. Agreement.

2.1 The following terms and conditions of sale, together with the terms and conditions of any written agreement signed by an authorized representative of the Company and of the ordering entity or person ("Buyer") covering the subject matter hereof (collectively this "Agreement"), shall apply to sales resulting from Company's acceptance of Buyer's order for the products, including, without limitation, software products or services, goods, articles, materials, supplies, components, drawings, data or other property described herein (the "Products"). Offers to purchase can be accepted only by an authorized representative of Company and offers to purchase are not effective or binding until approved in writing by such authorized representative. Any different or additional terms and conditions proposed by Buyer in its purchase order or otherwise are hereby rejected by Company (except those which cannot be lawfully excluded) and shall not be incorporated into this Agreement. Buyer's assent to the terms and conditions of sale set forth herein shall be conclusively presumed from Buyer's failure to object thereto in writing as well as from Buyer's acceptance of all or part of the Products.

2.2 Where this Agreement is found to be an acknowledgement, if such acknowledgement constitutes an acceptance of an offer, such acceptance is expressly made conditional upon Buyer's assent solely to the terms and conditions hereof, and acceptance of any part of the Products delivered by Company shall be deemed to constitute such assent by Buyer. If this Agreement constitutes an offer, Buyer's acceptance of such offer is expressly limited solely to the terms and conditions hereof.

### III. Orders

3.1 Any quotation issued by the Company is not an offer to sell the goods or provide the services which are the subject of that quotation. Any quotation issued by the Company may be withdrawn by the Company at any time on notice.

3.2 Products (other than Special Products) ordered must be in standard packaging. Minimum acceptable order is US\$500.00 or local currency equivalent as agreed by the Company, and any order less than the minimum acceptable order shall be subject to a \$50.00 service charge (other than an accepted order consisting exclusively of West Penn Wire products). Notwithstanding the foregoing, the minimum acceptable order for PPC's Miniflex products is \$800, €700, or £500, as appropriate based on the billing currency.

3.3 Each order placed by the Buyer shall be an offer by the Buyer to purchase the relevant goods or services subject to these terms and conditions of sale, including, without limitation, any license terms for any software products or services incorporated by reference herein. No order will be deemed accepted by the Company unless and until the Company issues a written acceptance of order or delivers the goods which are the subject of the Buyer's order (whichever happens first).

3.4 For all orders that contain any software products or services, including all software-as-a-service products and support, maintenance or related professional services but specifically excluding the embedded software referenced in Section 10.2 below, the license terms found at <https://www.belden.com/privacy-policy/terms-of-sale> as of the date such software is delivered, are incorporated herein by this reference (the "License Terms"). A copy of the License Terms in effect as of January 2025 is attached hereto for your convenience. By purchasing any such software product or service, Buyer hereby agrees to, and will be bound by, the License Terms and further agrees to cause all end users of any such software product or services to agree to and abide by the License Terms with respect to the software products and services so ordered and purchased hereunder. Notwithstanding the foregoing, software warranties applicable to Cloutrail, Macmon, Prosoft Technology, OTN Systems or Xtran software products shall be as provided in the SPECIAL PROVISIONS section of these Terms and Conditions.

**IV. Prices.** Prices are as established by Company from time to time, with shipments to be billed at such prices as in effect on the date of shipment. Such prices are in U.S. dollars unless stated otherwise and are subject to any price adjustment necessitated by Company's compliance with any act of government, laws or regulations (including tariffs). Any tax, duty, tariff or other governmental charge upon the production, sale, shipment or use of the Products which Company is required to pay or collect from Buyer shall be paid by Buyer to Company unless Buyer has furnished Company with a tax exemption certificate acceptable to the appropriate taxing authority. Except to the extent that Buyer is eligible for freight allowances in accordance with policies established by Company in its discretion, any payment by Company of freight charges shall be for the account of Buyer and shall be paid by Buyer with and in addition to the purchase price.

### V. Payment

5.1 Payment for the Products shall be according to payment terms as Company may establish in its discretion. Company may in its discretion make available to Buyer prompt payment discounts. Any prompt payment discounts shall be allowed on the

Products only and shall exclude freight charges. Absent any contrary agreement, payment terms shall be net 30 days from the invoice date.

5.2 Late payments shall bear interest at the lesser rate of 1.5% per month (18% per annum) or the highest rate permissible by law, both before and after judgment until payment in full; provided, however, that in no event shall Company charge interest higher than the maximum rate allowed by applicable law. Buyer shall pay Company for all expenses (including reasonable attorneys' fees) incurred by Company in collecting any amounts due by Buyer to Company.

5.3 Buyer shall not be entitled to set-off against any amount payable by it to the Company any amount which may be due (or which the Buyer may allege is due) from the Company to the Buyer whether under these conditions or otherwise.

**VI. Terms of Shipment.** The shipment of the Products to Buyer for U.S. domestic shipments shall be F.O.B. Company's location of shipment (if outside the U.S., INCOTERMS 2020: Ex works), and Company may in its discretion ship from any of its locations (including third party logistics providers and certain Belden direct-ship suppliers). Notwithstanding the foregoing, shipments of Prosoft Products shall be Incoterms 2010: CIP. Full prepaid freight will generally be allowed on orders of US \$6,000 or more within the contiguous United States, although higher minimum levels may exist in certain pricing structures, such levels to be communicated with the price information. Drop shipments via ground carrier are permitted to Buyer's authorized location(s) or within its APR, provided that Company will not support drop shipments to any freight forwarder, and provided further that drop shipments shall be made at Buyer's expense to be invoiced as a separate line item. Drop shipments by air are only permissible within the contiguous United States; provided, however, that Prosoft Products may be shipped to customer locations globally. Drop shipments to locations other than Buyer's authorized location(s) or outside of its APR are permissible only with the prior written consent of the Belden Regional Sales Director, Channel Development Manager or VP of Sales, which may be granted or withheld at Company's discretion. At the time and location of shipment, Buyer takes title to the Products shipped and assumes all risk of and responsibility for any loss, damage or destruction with respect to such Products, including in instances when Belden arranges or pays for the cost of freight. No allowances shall be made for pickups by Buyer or its customers at Company locations. Company shall select what is, in its opinion, the most satisfactory routing for the shipment. Company may ship the Products by commercial carrier in any manner it deems to be commercially reasonable. The Products shall be packed and packaged in accordance with reasonable commercial practices for one-way shipment. If the carrier delivers all material shown on the freight bill, but Buyer subsequently discovers shorted material, any claim must be filed directly with Company within ten (10) days after delivery. Claims filed later than ten (10) days after delivery will not be honored. When such shortage is verified by Company, credit will be issued to Buyer's account within ninety (90) days of such verification. Company may in its discretion ship either in lots or in a single shipment.

**VII. Date of Shipment.** Shipping dates are approximate and are based upon conditions existing upon Company's receipt of Buyer's order. Company will, in good faith, endeavor to ship by the estimated shipping date but shall incur no liability for any delay or any damage arising therefrom. Company reserves the right to delay or accelerate shipment so that it may consolidate or accumulate multiple Buyer orders or requested shipments, including orders or shipments across multiple Belden brands or subsidiaries, into a single shipment or more efficient group of shipments, in Company's absolute discretion.

**VIII. Cancellation or Modification of Order by Buyer.** Orders shall not be subject to cancellation or modification by Buyer either in whole or in part without Company's written consent and then may be subject to payment of a reasonable cancellation or modification charge that will reimburse Company for applicable costs incurred by virtue of the order (including costs of purchased materials and engineering costs) and provide Company with a reasonable allowance for profit, both in accordance with Company's policy in effect on the date of cancellation or modification. Orders for Special Products (as defined in Section 12.1 below) shall not be subject to cancellation or modification by Buyer under any circumstances.

**IX. Force Majeure.** Company shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, embargoes, governmental actions, fires, accidents, floods, epidemics, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, new or modified tariffs or duties, or other circumstances beyond the reasonable control of Company.

### X. Limited Product Warranty.

10.1 THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

Company warrants to Buyer that the Products are, at the time of delivery to Buyer, free of material and workmanship defects, provided that no warranty is made with respect to (a) any Product which has, in Company's judgment, been subject to negligence, misuse, abuse, accident or improper storage, (b) any Product which has not, in Company's judgment, been installed, operated or maintained in accordance with normal practice and in conformity with recommendations and published specifications of Company or (c) any Products which have been used for any other purposes other than that for which the Products were designed regardless of whether or not the Buyer advised the Company of its intent to use those Products for those other purposes. Repairs to, alteration of, or work done on the Products without Company's prior written authorization shall void Company's warranty on the Products.

10.2 At its option, Company shall repair, provide replacement Products for, or refund the purchase price of any Products that breach the foregoing warranty for the following time periods starting from the date of shipment of the Products to Buyer: for Belden and West Penn Wire wire and cable Products, ten (10) years; for fiber optic cables, hybrid

fiber/copper cables, connectivity Products, cordset Products, patch cord Products, active systems hardware Products and all other Products (including Mohawk Products and Alpha Wire Products), one (1) year; and for Alpha Wire Products, one (1) year; and such obligation shall be Company's exclusive obligation and the full extent of its liability, and Buyer's exclusive remedy, for breach of warranty. Company makes no warranty with respect to any embedded software or firmware that are a part of the Products (the "embedded software"), and Company makes no warranty with respect to Products that are manufactured by and carry the brand of a third party that is not an affiliate of Belden Inc.

Upon discovery of an alleged defect, Buyer shall notify Company in writing within ten (10) days of such discovery of any claim whatsoever that Buyer may have with respect to the Products, and failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims with respect to the Products. Upon receipt of notice from Buyer claiming defective Products, Company may inspect such Products at Buyer's location or require that they be returned to Company on a freight collect basis for inspection. All warranty claims must be supported by a dated proof of purchase and appropriate Product identification information, where applicable. Product can be returned to Company only when it has issued proper return authorization under the Company's then prevailing return material authorization policy. Company retains the right to be the sole judge of what constitutes a defect in performance or manufacturing in regard to this warranty.

10.3 This warranty excludes labor costs associated with the replacement of defective Product.

10.4 Acceptance shall occur, if not before, when Buyer fails to reject in writing within ten (10) days after delivery of the Products to Buyer. Buyer may rightfully reject only where a reasonable inspection shows that the Products fail to substantially conform to the applicable Product specifications. Rejection shall not affect transfer of title and risk of loss under Section VI. Buyer waives its right to revoke acceptance, it being the intent of the parties that Buyer's remedies for any nonconformity detected after acceptance be limited to those expressly provided herein for breach of warranty. After acceptance, the Products may not be returned to Company except to the extent expressly provided herein upon a breach of warranty.

**XI. Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BY WHOMEVER INCURRED OF WHATEVER NATURE, INCLUDING DAMAGES FOR LOST PROFITS, DATA, TIME, REVENUES OR THE LIKE, EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT FOR COMPANY'S PATENT INDEMNITY OBLIGATIONS UNDER SECTION 12.2 BELOW, IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO SUCH CLAIMS OR DAMAGES. THIS SECTION XI SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

**XII. Special Products; Patent Indemnity.**

12.1 "Special Products" are those Products manufactured or furnished by Company in accordance with drawings, samples, or manufacturing specifications designated by Buyer or its customers. Company reserves the right to ship and/or bill 10% more or less than the exact quantity of Special Products ordered by Buyer. All Special Products must be shipped to Buyer within thirty (30) days of manufacture; after thirty (30) days, Company may invoke a storage charge of 1% per month (12% per annum) on their purchase price. Company may retain as its own property any special molds, tools, dies or fixtures utilized in manufacturing Special Products. Buyer shall defend, indemnify and hold harmless Company and its affiliates from and against any and all claims and demands, and related liabilities, damages and expenses (including reasonable attorneys' fees), arising from or related to the design, distribution, manufacture or use of any Special Product, including such claims and demands asserting infringement of any U.S. or foreign patent, trademark, copyright, or other intellectual property right.

12.2 In the event any Product is designed by Company, is not a Special Product and has not been modified by Buyer, its customers or other third parties, Company shall hold Buyer harmless against any damage awarded by a court of final jurisdiction in connection with any claim of infringement of any U.S. or foreign patent by reason of the sale or use of such Product, provided that Company is notified promptly in writing of any such claim, is permitted to assume the full direction and control of the defense against such claim and is given authority, information and assistance by Buyer (at Company's expense) for such defense and authority to settle. In case any judgment rendered in connection with such claim shall become final (beyond right of appeal), and where Buyer has complied with the foregoing provisions of this Section 12.2 to Company's satisfaction, Company agrees to pay all damages and costs thereby awarded against Buyer. If, subject to the above limitations, such Product or any part thereof should be finally held in connection with such claim to constitute an infringement or in Company's discretion is likely to be so held to constitute an infringement, Company shall have the right at its option either to (a) procure for Buyer the right to use such Product, (b) modify or replace such Product with a non-infringing Product accomplishing substantially the same purpose as the replaced Product, or (c) require the return of such Product and refund to Buyer the purchase price thereof. Buyer's remedies for damages resulting from the infringement or claimed infringement of any U.S. or foreign patent by the Products (regardless of the form of action) are exclusively limited to the provisions of this Section 12.2.

**XIII. Changes in Products.** Company shall have the right in its discretion, without incurring

any liability, to discontinue or limit its production or deliveries of any Product and alter the design, materials or construction of any Product.

**XIV. Governing Law; Venue; Limitation of Actions.**

14.1 This Agreement shall be governed by the laws of the State of Delaware in the United States of America. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement or to any goods sold or purchased among them.

14.2 Any suit, action, or proceeding against Company concerning this Agreement shall be brought in the courts of the jurisdiction of the State of Delaware, or another U.S. State of Company's choice, and Buyer hereby irrevocably submits to the exclusive jurisdiction of such state.

14.3 Buyer irrevocably consents to service of all writs, process, and summons in any suit, action or proceeding filed or initiated by Company to be made upon Buyer by any of the following methods at Company's sole election:

- (a) Service upon Buyer at its address by registered mail or certified mail postage prepaid (or the equivalent in Buyer's jurisdiction), or
- (b) Service in any other manner permitted by applicable law.

**XV. Confidential Information.** Buyer shall not disclose to Company any confidential information which Buyer possesses unless Company has, prior to such disclosure, agreed in writing to accept such information as confidential under clearly defined obligations of confidence. Buyer represents and agrees that all information disclosed to Company by Buyer (except such information as is specifically subject to a confidentiality agreement signed by Company prior to such disclosure) is non-confidential, and that Company is free to use and disclose any or all of such information without accounting to Buyer therefor, notices on Buyer's drawings, proposals, specifications and other documents to the contrary notwithstanding.

**XVI. Indemnity.** Buyer shall defend, indemnify and hold harmless Company and its affiliates from and against any and all claims and demands, and related liabilities, damages and expenses (including reasonable attorneys' fees), for or in connection with any property damage or any injury to or illness or death of any person (including loss of income, profits, sales or "down time") arising from or related to the Products, including such claims and demands brought by any employee, agent or subcontractor of Buyer for Buyer's failure to comply with Company's published instructions and specifications concerning the operation, use and maintenance of the Products, except any claim, demand, liability, damage or expense proven to be the result of the negligence of Company and not contributed to by the negligence of Buyer, its agents, employees, officers or directors or other third parties.

**XVII. Compliance with Laws.** By placing an order with Company, Buyer represents, warrants and covenants that:

17.1 Buyer will comply with all applicable laws and regulations of the United States, England, Brazil, Mexico and all other jurisdictions governing the marketing, sale, export and distribution of the Products, including, but not limited to, the U.S. export control laws, the Export Administration Regulations (the "EAR") and the Foreign Corrupt Practices Act of 1977 (the "FCPA"), and the UK Bribery Act. Diversion via export or re-export contrary to U.S. law is prohibited.

17.2 The Company and Buyer agree that no provision of a statute, regulation, rule or other legislation of any country or state other than Delaware shall be implied into this contract, and that any rights, obligations or remedies arising from such a provision are excluded.

17.3 Buyer has not paid, offered to pay, agreed to pay, or authorized or caused to be paid, directly or indirectly, any money or anything of value to any foreign official (as defined in the FCPA) to induce such official to use their influence to obtain an improper business advantage in connection with the purchase and resale of the Products, nor will Buyer do so at any time in the future.

**XVIII. General.**

18.1 All clerical, stenographic, and typing errors are subject to correction.

18.2 This Agreement is not assignable by Buyer without the prior written consent of Company. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent shall be void.

18.3 If any provision or provisions of this Agreement, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18.4 References in this Agreement to "including" shall be deemed to mean "including without limitation"; references in this Agreement to "in Company's/s its discretion" shall be deemed to mean "in Company's/s its sole discretion"; and references in this Agreement to a "claim" or "claims" shall be deemed to mean such a claim or claims whether or not in the form of a lawsuit. The captions in this Agreement are for ease of reference only and shall not in any way affect the meaning or interpretation of this Agreement.

18.5 Buyer acknowledges that Buyer has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Buyer agrees further that this Agreement is the entire agreement between Company and Buyer concerning the subject matter hereof, and any proposals, negotiations or representations made prior to or contemporaneously with this Agreement, whether verbal or written, are excluded. Any amendment or modification of this Agreement must be in a writing clearly identifying itself as an amendment to this Agreement and signed by Company's authorized representative.

18.6 The official language of this Agreement shall be English, except where applicable law



requires otherwise.

**SPECIAL PROVISIONS:** The following additional provisions will apply only to sales of the applicable indicated Products. In the event of an express conflict between a Special Provision and one of the Terms and Conditions in Sections I-XVIII above, the Special Provision will prevail, and all other Terms and Conditions in Sections I-XVIII above shall apply in full. For the avoidance of doubt, the FOLLOWING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

A. Warranty for Hirschmann INET Products. Hirschmann warrants that all Hirschmann INET Products will be free from defect in workmanship or material, under normal use and service, for a five-year period from the date of purchase/shipment (proved with invoice/sales slip). If a Product does not operate as warranted during the applicable warranty period, Hirschmann shall, at its option and expense, repair the defective Product or deliver an equivalent Product to replace the defective item. Replacement Products may be new or reconditioned. All Products that are deemed defective and replaced will become property of Hirschmann. Any replaced Product or part has the original remaining warranty period or at least 12 months from the date of repair or replacement. See the Hirschmann RMA policy for additional information on returns.

B. Warranty Period for GarrettCom Products. The warranty period for the Magnum 10-series products is five (5) years. The warranty period for the other Magnum, Dymec and Dynastar Products is three (3) years.

C. Belden Cable Management (Racks and Enclosures). Belden cable management products carry a one-year warranty. Components not manufactured by Belden such as air conditioners, fan assemblies and blower units will not be warranted by Belden and will carry the warranty provided by their manufacturer. Because of their size and weight, these products are subject to varying shipping and freight terms. The Cable Management Shipping Policy is incorporated by this reference and available upon request.

D. Warranty for PPC Broadband Products. PPC warrants that all PPC Products will be free from material defects in workmanship or materials under normal use and service, for a one-year period from the date of delivery. This warranty is void if: (i) the Products have been subjected to neglect, accident, or incorrect or improper use, maintenance, repair or storage; (ii) the Products have been altered without PPC's prior written consent; or (iii) spare or replacement parts not furnished or approved by PPC in writing have been used in or on the Products. Warranty claims hereunder must be made promptly and in writing; must recite the nature and details of the claim, the date on which the cause of the claim was first observed and the model number of the Product concerned; and must be received by PPC on or before the expiration of the Warranty Period. If Buyer makes a warranty claim during the Warranty Period, PPC shall supply repair or replacement parts for the defective Products or components thereof to Buyer free of charge. Buyer must allow the Company on request access to the Products in question if required by the Company in order to inspect them and establish the cause of the defect complained of. An extended warranty for certain PPC products may be available upon request and subsequent agreement between Buyer and Company.

E. Warranty for ProSoft Technology Products.

i. New Products ProSoft warrants that new ProSoft branded hardware Products furnished hereunder will be free from defects in material, workmanship and design for a period of three (3) years from the date of invoice from ProSoft. Goods repaired and parts replaced by ProSoft during the warranty period shall be in warranty for the remainder of the original warranty period or six (6) months, whichever is longer.

ii. Software and Firmware: Unless otherwise provided in a ProSoft or third-party license, ProSoft warrants that standard ProSoft branded software or firmware Products furnished hereunder, when used with ProSoft-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by ProSoft for a period of three (3) years from the date of invoice from ProSoft. ProSoft makes no representation or warranty, expressed or implied, that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Customer's intended use or requirements. ProSoft warrants that (i) it owns or has the right to license the software and materials furnished hereunder; and (ii) it has the right to grant Customer the right and license to use the software and materials furnished hereunder, and to sublicense and resell the software and materials furnished hereunder free and clear of all liens, claims, encumbrances and other restrictions. ProSoft further warrants that upon delivery to Customer, the goods will not contain any virus, "time bomb" or any other contaminant, including but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable software, Customer information or other Customer property.

iii. Partner Products: ProSoft and its appointed distributors sell partner products. All partner products are subject to the original manufacturer's warranty.

iv. Repair and Upgrade Services: Materials and labor performed by ProSoft to upgrade previously purchased firmware, repair a verified malfunction or defect are warranted in the terms specified above for a new Product, provided said warranty will be for the period remaining on the original new equipment warranty or, if the original warranty is no longer in effect, for a period of ninety (90) days from the date of shipment.

v. Consulting and Site Services: ProSoft warrants that it and any Third-Party Provider it engages will perform Site Services in a professional manner in accordance with generally accepted industry standards applicable to the Services. This Site Services warranty shall be effective for ninety (90) days following completion of the Services. Upon breach of this warranty, ProSoft's sole obligation is to correct the Services so that the Services comply with this warranty. If ProSoft is unable to correct the Services within a reasonable period, Customer's sole remedy is to terminate the relevant Service Order and obtain a refund of the amount Customer paid to ProSoft for the

Services that ProSoft is unable to correct. Customer will reimburse ProSoft for its reasonable time and expense for any Services provided at Customer's request to remedy problems that are outside the scope of this warranty.

vi. "Remanufactured" and End of Production Products: ProSoft warrants that hardware Products sold as "Remanufactured" (e.g., customer and distributor returns, factory repaired or reconditioned, etc.) or End of Production Products will be free from defects in material and workmanship for a period of six (6) months from the date of invoice from ProSoft. Repaired or replacement Products provided as a result of this warranty subparagraph are similarly warranted for a period of ninety (90) days from the date of shipment to Customer or the remainder of the original warranty term for that particular Product, whichever is longer.

vii. Cellular Data Service Plans: ProSoft sells 3<sup>rd</sup> party broadband data service plans to its United States Buyers for use with the ProSoft cellular radios and gateways. Data service plans are offered in one-, two- or three-year intervals. Use of the data service for remote medical monitoring is prohibited. Data service plans are non-cancelable. If a service plan is not purchased through ProSoft, the Buyer will be responsible for obtaining a data service plan from their local service provider.

F. Warranty for NetModule Products. NetModule products shall be free from defects for a period of two years from the date of shipment by NetModule. This warranty shall not apply to any alleged defects that cannot be proved to originate due to defective material, faulty design, or poor workmanship by Belden, NetModule or its affiliates. Further, this warranty shall not apply to any alleged defect resulting from normal wear (e.g., current consumption, recuperation, weather conditions, air pollution, or prohibited electromagnetic effects), improper or unauthorized repair or maintenance, failure to observe the applicable user manual and mounting instructions, excessive loading, testing, use of any unsuitable material, or influence of chemical or electrolytic action or other environmental factors. In the event a product is determined not to be as warranted, NetModule will repair or replace the defective product or component or, if repair or replacement are not, in NetModule's discretion, commercially reasonable, refund the purchase price paid to Belden or NetModule for the defective product. Any defective product shall become NetModule's property upon return. Customer shall bear all costs incurred in the replacement of defective parts in any location other than the original place of delivery.

G. OTN Systems/Xtran Warranties

(i). Products manufactured by OTN Systems/Xtran and its affiliates are warranted against defects in material and workmanship for the period mentioned in this Section. In the event a product is determined to be defective under this warranty, OTN Systems shall repair, or, at its option, replace, any defective part or portion thereof so long as OTN Systems shall have received from Buyer written notice of the defect, specifying the nature of such defect prior to the expiration of the earlier of one year following the date of delivery or a period of fifteen months from the date mentioned on the test label affixed to each item.

(ii) Component Warranty. For the purposes of this warranty, a component is defined as a part delivered in a batch or as an electric, electronic, or electromechanical part, which is normally used as part of a product but which is delivered separately. Components manufactured by OTN Systems are warranted against fault and workmanship, provided that Customer must conduct appropriate and mutually agreed incoming inspection tests and, based on the results of such inspections tests must raise any warranty claim within thirty days of customer's receipt of such components. In the event a component is determined to be defective, Customer's sole remedy shall be the repair or, at OTN Systems' election, replacement of, the defective Component.

(iii) Returned Items. If authorized by OTN Systems by means of an RMA return authorization, buyer shall, at its own risk and expense, return products, parts, or components claimed to be defective to OTN Systems NV free Belgian border, not cleared. If, upon examination by OTN Systems, these items are found to be defective under the foregoing warranty or warranties, OTN Systems shall in addition to repair or replacement, return the repaired or replace items at OTN Systems' risk and expense free border of buyer country, not cleared. If, upon examination by OTN Systems, returned items are not defective under one of the foregoing warranties, OTN Systems shall return the items to buyer at buyer's risk and expense.

(iv) Software Warranty. OTN Systems warrants that the software is operable for the functions set forth in the applicable user documentation supplied to Buyer if used on the product for which it was supplied. Except for the immediately preceding sentence, OTN Systems, Belden, and their affiliates disclaim all warranties, either express or implied, with respect to the software or documentation relating thereto. If, within a period of one year following the date of delivery, any warranted software is not operable for the functions set forth in the applicable user documentation provided to Buyer, Buyer shall advise OTN Systems of the nature of any failure or any suspected error or malfunction in the software, and OTN Systems shall promptly upon receipt of such advice use commercially reasonable efforts to correct such error or malfunction. The warranty in this paragraph (iv) shall represent the sole and exclusive remedy of Buyer and the sole and exclusive liability of OTN, Belden, or their affiliate in case of defective OTN Software.

(v) OTN Warranty Limitations and Conditions. OTN Systems, Belden, and their affiliate decline all responsibility for damages resulting from extraneous causes not attributable to OTN systems, including, but not limited to, damaged caused in whole or in part by improper storage, misuse, neglect or abuse during installation, operation or maintenance, by shocks, humidity, corrosion, dirtiness and or heating, or by alteration, work or repair not carried out by OTN Systems and in general by non-respect of OTN Systems instructions, environmental specifications, or lack of good working practice. OTN Systems shall not in any circumstances be liable to correct any software fault attributable to incorrect operation of the products, any unauthorized modification of the software, any fault in any peripheral equipment used in combination or conjunction with the products or any failure to implement a point release or release furnished by OTN Systems. Products, parts and components not manufactured by OTN systems are only warranted within the limits of the warranty granted to OTN Systems by its supplier, if and to the extent OTN is permitted to pass such warranty along to Buyer.



H. Cloudrail Products. The purchase, license, or use of any CloudRail products shall be governed by Cloudrail's Subscription Agreement, a copy of which is available at <https://cloudrail.com/terms> (the "CloudRail Terms"). In the event of a conflict between these General Terms and Conditions of Sale and the CloudRail Terms, as it relates to Cloudrail products (which includes software) or services, the CloudRail terms shall control.

shall be subject to Macmon's applicable License Conditions, a copy of which can be found at <https://www.macmon.eu/en/legal> (the "Macmon Terms"). In the event of a conflict between these General Terms and Conditions of Sale and the Macmon Terms, as it relates to Macmon products (which includes software) or services, the Macmon Terms shall control.

I. Macmon Secure Products. The purchase, license, or use of any Macmon products



## Attachment 1

### BELDEN AMERICAS SOFTWARE LICENSE TERMS AND CONDITIONS

PLEASE READ THESE SOFTWARE LICENSE TERMS AND CONDITIONS ("TERMS"), WHICH ARE INCORPORATED BY REFERENCE INTO THE BELDEN AMERICAS GENERAL TERMS AND CONDITIONS OF SALE A COPY OF WHICH MAY BE FOUND AT <https://www.belden.com/privacy-policy/terms-of-sale> (THE "GENERAL TERMS"; CAPITALIZED TERMS USED HEREIN, BUT NOT OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS ASCRIBED SUCH TERMS IN THE GENERAL TERMS), CAREFULLY BEFORE USING THE SOFTWARE PRODUCTS, SERVICES, SOLUTIONS, AND ANY OTHER DELIVERABLES BEING OFFERED (SUCH PRODUCTS, SERVICES, SOLUTIONS, AND ANY OTHER DELIVERABLES BEING COLLECTIVELY REFERRED TO HEREIN AS THE "PRODUCTS"). YOU OR THE ENTITY THAT YOU REPRESENT ("BUYER") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE AGREEMENT CONSISTING OF THESE TERMS, THE GENERAL TERMS, AND ANY RELATED ORDER FORM(S), STATEMENTS OF WORK OR OTHER DOCUMENTATION DESCRIBING THE PRODUCTS AND OTHER TERMS OF PURCHASE/LICENSE (EACH AN "ORDER FORM") EXECUTED BY THE PARTIES (THESE TERMS, THE GENERAL TERMS PLUS THE ORDER FORM(S) BEING THE "AGREEMENT") WITH RESPECT TO THE PRODUCTS BEING PROVIDED BY COMPANY. **PROVISION OF THE PRODUCTS IS CONDITIONED ON, AND BUYER'S INSTALLATION, ACCESS, OR USE OF THE PRODUCTS SHALL CONSTITUTE, BUYER'S UNCONDITIONAL ASSENT AND AGREEMENT TO THE TERMS OF THIS AGREEMENT, ON BEHALF OF ITSELF AND ALL END USERS USING THE PRODUCTS, TO THE EXCLUSION OF ALL OTHER TERMS. IF YOU, THE ENTITY THAT YOU REPRESENT OR ANY OF YOUR END USERS, DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THE AGREEMENT, DO NOT INSTALL, ACCESS, OR USE THE PRODUCTS.** IF THIS AGREEMENT IS CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THERE IS A CONFLICT BETWEEN ANY PROVISION OF THESE TERMS, THE GENERAL TERMS, AND ANY PROVISION OF AN ORDER FORM, THE ORDER FORM PROVISION SHALL PREVAIL, BUT ONLY WITH REGARD TO THE PRODUCTS LICENSED/SOLD PURSUANT TO THAT ORDER FORM AND THESE TERMS SHALL PREVAIL OVER THE GENERAL TERMS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY PROVISION OF ANY BUYER PURCHASE ORDER OR OTHER DOCUMENT TO THE CONTRARY, NONE OF THE TERMS OR CONDITIONS OF ANY BUYER PURCHASE ORDER, ACCEPTANCE FORM OR OF ANY OTHER DOCUMENT USED OR PROVIDED BY BUYER IN, OR AS PART OF, THE PURCHASE OF THE PRODUCTS, LICENSES OR RIGHTS GRANTED HEREIN ("BUYER TERMS") SHALL APPLY TO COMPANY OR FORM A PART OF THE AGREEMENT. ALL SUCH BUYER TERMS ARE HEREBY REJECTED BY COMPANY AND DEEMED NULL AND VOID.

IF BUYER IS AN AUTHORIZED DISTRIBUTOR OF COMPANY PRODUCTS (A "DISTRIBUTOR") AND HAS PURCHASED THE PRODUCTS FOR PURPOSES OF ONWARD SALE OF SUCH PRODUCTS TO THE ULTIMATE END USER CUSTOMER (WHICH MAY OR MAY NOT BE A COMBINED PRODUCT END USER (AS DEFINED BELOW)), NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, BUYER, AS A DISTRIBUTOR, HAS THE RIGHT TO TRANSFER THE RIGHTS AND LICENSES TO THE PRODUCTS GRANTED HEREUNDER TO THE ULTIMATE END USER CUSTOMER PROVIDED THAT AND CONDITIONED UPON BUYER, THE DISTRIBUTOR, (I) ABIDING BY THE TERMS HEREOF AS A "BUYER" (EXCEPT TO THE EXTENT PROVIDED IN THIS SENTENCE), (II) ENSURING THAT THE ULTIMATE END USER CUSTOMER AGREES TO THIS AGREEMENT AS THE "BUYER" HEREUNDER PRIOR TO THE TRANSFER OF SUCH RIGHTS AND LICENSES TO SUCH ULTIMATE END USER CUSTOMER, (III) CAUSING THE ULTIMATE END USER CUSTOMER TO ABIDE BY THE TERMS OF THIS AGREEMENT THROUGHOUT ITS USE OF THE PRODUCTS, (IV) AGREE TO ASSIST THE COMPANY IN ENFORCING THE AGREEMENT AGAINST ANY SUCH ULTIMATE END USER CUSTOMER, AND (V) AFTER THE TRANSFER OF THE RIGHTS AND LICENSES TO THE ULTIMATE END USER CUSTOMER, RETAINING NO RIGHTS TO, OR USE OF, ANY PRODUCT TRANSFERRED TO THE ULTIMATE END USER CUSTOMER.

#### 1. License to Use the Products

Subject to Buyer's compliance with the terms and conditions of this Agreement, including, without limitation, the full and complete payment of all fees and expenses for the Products, Company grants Buyer (and only Buyer) a non-exclusive, non-sublicensable, and non-transferable (except as expressly authorized herein) right and license to use the Products in accordance with the Company's specifications, requirements and intended use of the Products, which may include access and use for any software-as-a-service Products, if applicable, for the internal business purposes of Buyer, only as provided herein and only in accordance with the applicable official user documentation provided with the Products (as the same may be amended from time to time by Company, the "Documentation") and all applicable laws, which rights and license may be exercised only by Buyer and its authorized

employees, for the Term (as defined below) of this Agreement (a "General License"). If the Product includes an on-premise license, the use of the Product includes the download and installation of the Product in accordance with the applicable Documentation. Under a General License, Buyer may only use the Products in connection with the maximum aggregate number of Devices, Nodes, or Data Points (as applicable) described in the applicable Order Form. Additional Devices, Nodes, or Data Points may only be added through the execution of an additional Order Form. A "Device" is an individual device of Buyer that is approved to collect Data Points and report them back to a Node, using unique identifiers assigned to such device. A "Node" is an individual device that is managed by the Product. A "Data Point" is the specific data or tag that is collected from a Device.

#### 2. Product Support and Maintenance Updates

If and to the extent described on the Order Form, subject to Buyer's compliance with the terms and conditions of this Agreement, including, without limitation, the full and complete payment of all fees and expenses for Products, (i) Company may provide software support for the Products pursuant to Company's then current support policies and procedures, as the same may be amended from time to time by the Company, and (ii) Company may provide those updates, patches, enhancements, or fixes for the Products that the Company provides to its customers generally without additional charge (if any) (collectively, the "Updates"). Once released and accessed by Buyer or downloaded and installed by Buyer (as the case may be), such Updates will become part of the Products licensed under, and subject to, this Agreement. Buyer understands that Company may modify the Products and/or cease supporting old versions or releases of the Products at any time in its sole discretion; provided that Company shall use commercially reasonable efforts to give Buyer sixty (60) days prior notice of any material modifications of the Products. Nothing in this Agreement gives Buyer or any End User any rights or license to any new version or upgrade of the Products that Company may, from time to time, introduce and market generally as separate product and which Company may make available to its customers at an additional cost under a separate agreement (each "New Version"). Such New Versions must be purchased from Company pursuant to another Order Form.

#### 3. Ownership; Feedback

The Products may be protected by any applicable United States and international copyright laws and/or any other applicable intellectual property laws and international treaty provisions. Buyer agrees that various aspects of the Products, including the specific design and structure of individual programs, may constitute trade secrets and/or copyrighted material of Company or its licensor (as the case may be). Except as expressly authorized in this Agreement, which includes the right of a Distributor to disclose, provide and make available the Products, pursuant to the Company's specification, requirements and intended use of the Product, as necessary to transfer the rights and licenses to the ultimate end user customers as described above. Buyer agrees not to disclose, provide, or otherwise make available such trade secrets, or copyrighted material, or any other form of intellectual property in any form to any third party without the prior written consent of Company. Buyer agrees to implement reasonable security measures to protect such trade secrets, copyrighted material, or any other form of intellectual property. As between the parties, Company retains all right, title, and interest in and to the Products, and all software, products, works, and/or other intellectual property and moral rights related thereto or created, used, or provided by Company for the purposes of this Agreement, including any copies and derivative works of the foregoing and/or based on the use of any Proprietary Information (as defined below) of the Company. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Buyer may from time to time provide suggestions, comments or other feedback to Company with respect to the Product ("Feedback"). Feedback, even if designated as confidential by Buyer, shall not create any confidentiality obligation for Company notwithstanding anything else. Buyer shall, and hereby grants to Company a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair the Company's right to develop, acquire, license, market, promote, or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Buyer may develop, produce, market, or distribute.

#### 4. Integration License

If and only to the extent that Buyer has purchased an Integration License pursuant to an executed Order Form (which license is a separate license that may only be purchased if Buyer has already purchased at least one General License for the applicable Product(s)) and is subject to and conditioned on Buyer's (i) payment of all applicable fees as and when due, which includes the purchase and payment for a separate General License to the applicable Product(s) (under Section 1 above) for the access and use of the Products as part of each individual Combined Product (defined below) produced, and (ii) compliance with all applicable laws and other terms and conditions of this Agreement, Company hereby grants Buyer a limited, non-exclusive, non-transferable (except in compliance with Section 15), non-sublicensable (except as expressly provided in this Section 4) license during the Term (subject



to the Continuing Licenses rights described in Section 8) to use the Products to develop, test, manufacture, use, implement, sell, license, distribute, or otherwise supply a combined product using the Products and Buyer's product or service, as more particularly described on the Integration License Order Form, (each such combined product being a "Combined Product" and collectively all such combined products being the "Combined Products") solely in compliance with Company's integration guidelines, as the same may be amended from time to time by the Company, (the "Integration Guidelines") (such license being an "Integration License"). The Integration Guidelines are incorporated herein by reference. For the avoidance of doubt, each individual Combined Product will require a separately purchased General License granted to the Combined Product End User for access and use of the Products as part of the Combined Product. Company shall provide to Buyer the access criteria/passwords necessary to allow Buyer to access the Products and use the Integration License granted pursuant to this Section 4.

Company acknowledges that Buyer may engage one or more contractors for the development of the Combined Product and Company consents to such engagements so long as (i) Buyer is fully responsible for such contractors' compliance with this Agreement, including, but not limited to, the Integration Guidelines, and (ii) all acts and omissions of such contractors in their use of any of the licenses granted hereunder, including the development of the Combined Product, shall be deemed the act or omission of Buyer as if Buyer had performed or failed to perform (as the case may be) the same.

Except as expressly provided in the applicable Order Form(s), Buyer is fully responsible, including assuming all costs and expenses, with respect to development, integration and manufacturing of the Combined Products (other than the Products that are being provided hereunder by Company). Specifically, Buyer is fully responsible for acquiring and obtaining all rights from third parties necessary for the use of any and all hardware and software (other than the Products) necessary for the development and manufacturing of the Combined Products. If any deployment of the Combined Product requires any services by Company related to the Products, including, without limitation, customization of the Products, the parties shall mutually agree on such services, customizations, and any additional fee amounts (based upon Company's then current standard services rates) that will be due and paid to Company for the performance of such services, all of which shall be documented in the applicable Order Form(s). Company shall be under no obligation to perform any such services unless and until the parties have agreed to the fees for such services and the same have been documented in one or more Order Forms.

Buyer acknowledges and agrees that Company's modification of the Products or its cessation of support for older versions or releases of the Products, as provided in Section 2 above, could affect the operation or operability of the Combined Products and that Company has no, and will not have any, responsibility, liability or obligation to Buyer with regard thereto. Buyer assumes all such risk and responsibility.

As between the parties, subject to Company's full right, title and interest in and to the Products, and all of the intellectual property, or any Proprietary Information (as defined below) of the Company, used, utilized or forming a part in or of the Products (the "Product IP"), Buyer shall own the Combined Products and all intellectual property rights therein, thereof or forming a part thereof except for to the extent that any such Product IP is developed based on the use of any intellectual property, or Proprietary Information (as defined below) of the Company. Notwithstanding the foregoing, Buyer shall have no right to file, prosecute, or maintain any patent applications, patents or other registrations with regard to any intellectual property or intellectual property rights, or any Proprietary Information (as defined below) of the Company using or utilizing the Products or any Product IP without Company's prior written consent.

Notwithstanding anything herein to the contrary, each party will retain all right, title and interest in all of such party's ideas, know-how, approaches, business methods, methodologies, concepts, skills, tools, techniques, expressions, processes, and development tools, including, without limitation, generally-applicable software and code (and related components), independently-developed software and code (and related components), and any patent, copyright, trademark, trade secret, or other intellectual property rights in any of the foregoing (collectively, "Knowledge Capital"), whether possessed by such party prior to, or acquired, developed, or refined by such party (either independently or in concert with the other party, but specifically excluding the other party's confidential information) during such party's performance under this Agreement. To the extent that any of Company's Knowledge Capital is delivered to Buyer in connection with this Agreement or any services performed by Company hereunder, or Buyer requires Company Knowledge Capital for the exercise of the Integration License as authorized under this Section 4, Company grants to Buyer, subject to the payment of all fees as and when due, a limited, non-exclusive, non-transferable (except in compliance with Section 15), non-sublicensable license to use the Knowledge Capital during the Term solely as necessary to exercise its Integration License to the Products authorized under this Section 4.

Buyer may only allow Approved End Users to use the Products forming a part of the given Combined Products solely as part of such Combined Product (such Approved End User after purchasing or licensing the Combined Product being referred to as "Combined Product End Users") so long as and provided that (i) Buyer is responsible for requiring that all such

Combined Product End Users (1) comply with the terms of this Agreement, which terms shall be incorporated, *mutatis mutandis*, into a separate agreement that an Approved End User must agree to prior to being granted access or use of the Products as part of the Combined Product (to become a "Combined Product End User") (the "Combined Product EULA"), and (2) only use the Products for the purposes of using or as part of (whichever the case may be) the Combined Products in compliance with the Combined Product EULA and for no other purpose(s), and (ii) any unauthorized use, infringement and/or misappropriation of the Product(s) or any Product IP by any such Combined Product End User or any other person using or utilizing the Combined Products shall be deemed a material breach of this Agreement and the Combined Product EULA and unauthorized use, infringement and/or misappropriation of Products and/or the Product IP by Buyer, as well as by the person or entity committing the same. Prior to using any version of the Combined Product EULA with any Approved End User, such agreement, and any and all material amendments or revisions thereto that affect the use or protection of the Products, must be reviewed and approved by Company. "Approved End Users" are those persons or entities in the particular mutually agreed to field of use that are described in the Integration License Order Form as the targeted end users for a given Combined Product or given Combined Products.

## 5. Restrictions

Except as expressly set forth in this Agreement, Buyer shall not (and shall not permit any third party, including any Combined Product End User to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Products (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Products; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Products; (iv) use the Products for the benefit of any third party; (v) remove or otherwise alter any proprietary notices or labels from the Products or any portion thereof; (vi) use the Products to build an application, software, service or product that is competitive with any Company product, its licensors' product or Product; (vii) interfere or attempt to interfere with the proper working of the Products or any activities conducted on the Products; or (viii) bypass any measures Company may use to prevent or restrict access to the Products (or other accounts, computer systems, or networks connected to the Products). Buyer is solely responsible for all of Buyer's activity in connection with the Products, including, but not limited to, uploading Buyer Data (as defined below) onto the Products and all activity arising from or through any Device or Node. Buyer (i) shall use the Products in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Buyer's use of the Products (including those related to data privacy, international communications, export laws, and the transmission of technical or personal data laws), and (ii) shall not use the Products in a manner that violates any third party's rights, including, without limitation, intellectual property, contractual, or other proprietary rights.

## 6. Prices and Payments

Unless otherwise agreed to by Buyer and the Distributor from whom Buyer is directly purchasing the Products, prices for the Products are as established and as modified by Company from time to time with the Buyer being invoiced at such prices for the Products as are in effect on the date that the Order Form is executed by the parties with the Buyer acknowledging that a new Order Form is required for any License renewals pursuant to the terms of Section 8 below. In addition to, and not in lieu of, the foregoing, notwithstanding the terms of any Order Form, Company may revise the price of any (and each) Product once during each 12-month period during the term of the License for such Product by delivering written notice of such increase to Buyer. Such prices are in U.S. dollars unless stated otherwise, and all prices remain, at all times, subject to (in addition to any other increase rights herein) any price adjustment necessitated by Company's compliance with any act of government, laws or regulations. Any tax, duty, tariff, or other governmental charge upon the sale, licensing or access or use of the Products that Company is required to pay or collect from Buyer shall be paid by Buyer to Company unless Buyer has furnished Company with a tax exemption certificate acceptable to the appropriate taxing authority.

Payment for the fees and expenses associated with the Products shall be according to such payment terms as Company may establish in its discretion. Company may, in its discretion, make available to Buyer prompt payment discounts. Absent any contrary agreement, payment terms shall be net thirty (30) days from the invoice date.

Late payments shall bear interest at the lesser rate of 1.5% per month (18% per annum) or the highest rate permissible by law, both before and after judgment until payment in full; provided, however, that in no event shall Company charge interest higher than the maximum rate allowed by applicable law. Buyer shall pay Company for all expenses (including reasonable attorneys' fees and other legal costs) incurred by Company in collecting any amounts due by Buyer to Company. Buyer shall not be entitled to set-off against any amount payable by it to Company any amount that may be due (or that Buyer may allege is due) from Company to Buyer whether under these conditions or otherwise.

## 7. Confidentiality; Buyer Data; Publicity



Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose confidential or proprietary information, including information relating to the Disclosing Party’s (or a third party’s, including, without limitation, as the case may be, a licensor’s, contractor’s or Approved End User’s) technology or business (hereinafter referred to as “Proprietary Information” of the Disclosing Party).

Except as expressly authorized in this Agreement, the Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees, officers, service providers or consultants with a need to have access thereto for purposes of this Agreement, to enforce this Agreement or utilize the rights and remedies granted under this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to the Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that, to extent the same may be lawfully provided, the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure sufficient for the Disclosing Party to contest such order.

For purposes of this Agreement, “Buyer Data” shall mean any data, information or other material used, stored, accessed, provided, uploaded, or submitted by Buyer in, from or to the Products in the course of using such Products. Other than as provided hereunder, Buyer shall retain all right, title and interest in and to the Buyer Data, including all intellectual property rights therein. Buyer, not Company, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Buyer Data. Company shall implement and shall maintain through the Term of this Agreement (as defined below) commercially reasonable measures intended to protect the security and integrity of (i) the Products while under the Company’s control and (ii) if the Product is a software-as-a-service Product, the Buyer Data stored in the Product. Buyer hereby acknowledges and agrees that Buyer has control of on-premise software after the same has been downloaded. Company is not responsible to Buyer for unauthorized access to Buyer Data or the unauthorized use of the Products unless such access is due to Company’s willful misconduct. Buyer is responsible for the use of the Products by any person to whom Buyer has given access to the Products or any Device or Node, even if Buyer did not authorize such use. Buyer agrees and acknowledges that Buyer Data may be irretrievably deleted if Buyer has not paid any amounts due within fifteen (15) days of Buyer’s receipt of a notice that it has failed to pay such amounts due Company hereunder when the same were due. Notwithstanding anything to the contrary, Buyer hereby unconditionally, irrevocably and perpetually grants to Company all rights and licenses necessary for Company to (i) use and modify Buyer Data for the purposes of (A) providing the Products and any support or consultation Products to Buyer and (B) using and generating De-Identified Data (as defined below) and (ii) freely use and make available De-Identified Data for Company’s business purposes, including, without limitation, for purposes of creating, improving, testing, operating, promoting and marketing Company’s products and services and for the purposes of using with, training and enhancing the Company’s artificial intelligence or machine learning models, systems, technologies or tools, which may include generative artificial intelligence technologies and tools. “De-Identified Data” means data submitted to, collected by, or generated by Company in connection with Buyer’s use of the Product that has been de-identified so that it can in no way be linked specifically to Buyer or any individual. Notwithstanding anything else, Company is permitted to disclose (including through display of Buyer’s logo) that Buyer is one of its Buyers (including in its publicity and marketing materials). Each Combined Product End User is a separate Buyer for this paragraph.

## 8. Term; Termination

This Agreement shall commence upon Buyer’s acceptance of the terms or upon Buyer’s installation, access or use of the Products, whichever occurs first, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Terms. For each License, the term shall begin as of the effective date set forth on the Order Form, and, unless earlier terminated as provided herein, shall continue for the initial term specified on the Order Form (the “Term”). If Buyer wishes to renew any License, the parties will execute a new Order Form describing the applicable Products being renewed, and pursuant to Section 6 above, prices for the Products being renewed for each renewal term will be the then current prices for the given Product as in effect on the date of the applicable renewal term Order Form, which will be documented on the applicable renewal term Order Form, unless otherwise agreed by Buyer and the Distributor from whom Buyer is directly purchasing the Products.

This Agreement will terminate immediately upon written notice from Company if Buyer fails to comply with any material provision of this Agreement, unless, to the extent the failure is able to be rectified (if the failure is not able to be rectified (e.g., a breach of confidentiality),

the Agreement immediately terminates), Buyer has rectified the failure to comply within (i) fifteen (15) days of Buyer’s receipt of Company’s notice that Buyer has failed to pay any amounts due Company hereunder when the same were due or (ii) thirty (30) days of Buyer’s receipt of all other Company’s notices of failure.

Buyer shall have the right to terminate this Agreement if Company fails to comply with any material provision of this Agreement and does not rectify such failure within thirty (30) days of Company’s receipt of written notice from Buyer of such a failure.

Without limiting the foregoing, Company may suspend or limit Buyer’s (which includes for the purposes of this paragraph all of the Buyer’s Combined Product End User’s (subject to the Continuing License rights as provided below), if any) access to or use of the Products if (i) Buyer’s account is more than forty-five (45) days past due, or (ii) Buyer’s use of the Products results in (or is reasonably likely to result in) damage to or material degradation of the Products that interferes with Company’s or any other customer’s ability to provide access to or use of the Products; provided that in the case of Subsection (ii): (a) Company shall use reasonable good faith efforts to work with Buyer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Company shall use commercially reasonable efforts to provide notice to Buyer describing the nature of the damage or degradation; and (c) Company shall reinstate Buyer’s use of or access to the Products, as applicable, if Buyer remedies the issue within thirty (30) days of receipt of such notice. In addition, Company has the right to suspend a Combined Product End User’s use of the Product if the given Combined Product End User violates the Combined Product EULA. Company shall use commercially reasonable efforts to provide advance written notice of any such Combined User suspension to Buyer who shall have the responsibility of alerting the Combined Product End User.

Except for the Continuing Licenses, which are covered in the next paragraph, all rights and licenses to the Products terminate contemporaneously with the termination or expiration of this Agreement, whichever is first. No refund of any fees paid hereunder will be made in the event of any termination under this Section. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, disclaimers, indemnity, and limitations of liability.

Notwithstanding anything herein to the contrary, any licenses to the Products granted to any Combined Product End User prior to the expiration or termination date or prior to a suspension shall continue through the end of their then current terms (“Continuing Licenses”) unless (1) the termination arose as a result of Buyer’s infringement or misappropriation of any Product IP, in which case all licenses to the Products shall terminate immediately upon the termination date of this Agreement, or (2) the given license or Combined Product End User was the ultimate cause of the termination or suspension, in which case, the license and Combined Product End User will be subject to the termination or suspension to the same extent and for the same period of time as Buyer.

## 9. Indemnification

Buyer shall defend, indemnify, and hold harmless Company, its licensors and affiliates and each of its and its licensors’ or affiliates’ employees, contractors, directors, suppliers and representatives (collectively, the “Company Indemnitees”) from all liabilities, claims, and expenses paid or payable to any third party (including reasonable attorneys’ fees and litigation costs, including, without limitation, court costs and expert witness fees) (“Losses”) that arise from or relate to (1) any negligence or willful misconduct by Buyer or any of its end users, including any of its Combined Product End Users, (2) Buyer’s or any of its end users, including any of its Combined Product End User’s breach of this Agreement or any use of any Product not authorized or contemplated by this Agreement, (3) any allegation that any Buyer Data or Buyer’s use of the Product infringes, violates, or misappropriates any third party’s rights, including, without limitation, any intellectual property, proprietary or privacy right and/or any Buyer-Caused Infringement (as defined below).

Company shall defend, indemnify, and hold harmless Buyer and its employees, contractors, directors, suppliers and representatives (collectively, the “Buyer Indemnitees”) from Losses that arise from or relate to any claim that the Products that the Company provided to Buyer infringe, violate, or misappropriate any third party’s intellectual property or proprietary right. The foregoing obligations of Company do not apply with respect to the Products or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not provided by Company (including without limitation any Buyer Data), (ii) made in whole or in part in accordance to Buyer specifications, (iii) modified after delivery by Company, (iv) combined with other products, processes or materials not provided by Company (where the alleged Losses arise from or relate to such combination, including, without limitation, the Combined Products), (v) where Buyer continues allegedly infringing or misappropriating activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement or misappropriation, or (vi) Buyer’s use of the Products that is not strictly in accordance with this Agreement or applicable law (items described in subclauses (i) through (vi) being referred to herein as “Buyer-Caused Infringement”). This paragraph describes the Buyer Indemnitees sole remedies and



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Company's sole liabilities and obligations for any actual, threatened, or alleged claims related to any and all intellectual property claims against Company.

In case of (i) any claim brought with regard to any Combined Product, which may or may not be due to the use or combination of the Products or Product IP and not with regard to the Product(s) or Product IP, itself (themselves) or (ii) any claim brought by any Combined Product End User other than a claim that Company is obligated to indemnify pursuant to the preceding paragraph, Buyer shall indemnify, hold all Buyer Indemnitees harmless and be fully responsible for the defense of such claim, including, without limitation, defense of Company in such claim. Company will provide, at Buyer's request and expense, Buyer with such documents and information as may be reasonably required for defense of any such claim or reasonably requested by Buyer with regard thereto. In particular, Buyer shall further indemnify, hold all Buyer Indemnitees harmless and defend Company from any claim that the Combined Product (i) violates any third party's (including, without limitation, any other third party whose software or other product(s) form part of the Combined Product) rights or (ii) violates or breaches any rights of use or license to any Intellectual Property Rights used or utilized therein.

Each of Buyer's and Company's (each an "Indemnitor") indemnification obligations hereunder shall be conditioned upon the Company Indemnitees or the Buyer Indemnitees (as the case may be the "Indemnitees") providing the appropriate Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's request and expense).

#### 10. Warranty; Disclaimer

Company warrants that the Products will perform in material compliance with the specifications for such Products described the corresponding Documentation for a period of ninety (90) days after Company first provides such Products to Buyer ("Warranty Period"). Company will, at its own expense, as its sole obligation and as Buyer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Products constituting the breach of warranty reported to Company by Buyer in writing during the Warranty Period, and if Company determines that it is unable to correct such error, Company will, at Company's option, either replace the Products or refund the fees paid for the nonconforming component of the Products, in which case Buyer's right and license to use the nonconforming component of the Product will be terminated (with Buyer's right and license to the remainder of the Products continuing). Any repair or replacement will not extend the original Warranty Period.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE PRODUCT, OR ANY RESULTS OF THE USE THEREOF, WILL MEET BUYER'S OR OTHER PERSONS' REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. FURTHERMORE, COMPANY DOES NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED USE OR AVAILABILITY OF THE PRODUCTS OR THAT THE PRODUCTS WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED. BUYER IS SOLELY RESPONSIBLE FOR THE ACCURACY, ADEQUACY, VALIDITY, RELIABILITY, AVAILABILITY, INTEGRITY AND SECURITY OF THE PRODUCTS, ANY DATA PROCESSED WITH OR IN THE PRODUCTS, AND BUYER'S OR ANY END USER'S USE OF THE PRODUCTS AND ANY DATA PROCESSED WITH OR IN THE PRODUCTS. FOR AVOIDANCE OF DOUBT, COMPANY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND WITH REGARD TO THE SECURITY OR PROTECTION OF ANY PRODUCT, ANY DATA PROCESSED WITH OR IN ANY PRODUCT OR BUYER'S OR ANY END USERS USE OF ANY PRODUCT OR ANY DATA PROCESSED WITH OR IN ANY PRODUCT. ALL WARRANTIES HEREUNDER ARE NON-TRANSFERABLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY OR ANY OF ITS LICENSORS, AFFILIATES OR ITS AND ITS LICENSORS' OR AFFILIATES' EMPLOYEES, CONTRACTORS, DIRECTORS, SUPPLIERS OR REPRESENTATIVES (COLLECTIVELY, THE "COMPANY PARTIES" AND EACH A "COMPANY PARTY") SHALL INCREASE THE SCOPE OF THE EXPRESS LIMITED WARRANTIES PROVIDED UNDER THIS AGREEMENT OR CREATE ANY NEW WARRANTIES. BUYER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE BY COMPANY OR ANY OF THE COMPANY PARTIES IN THIS AGREEMENT AND THAT NO OTHER

WARRANTIES WERE OR ARE MADE BY COMPANY OR ANY OTHER COMPANY PARTY.

#### 11. Limitation of Liability

EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY, NOR ANY COMPANY PARTY, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THIS AGREEMENT, ANY PROVISIONS OR OBLIGATIONS HEREUNDER OR THE PRODUCTS (I) FOR ANY LOST PROFITS, DATA LOSS OR CORRUPTION, LOSS OR UNAVAILABILITY OF USE, ANY DAMAGES OR COSTS ASSOCIATED WITH DOWNTIME OR ANY UNAVAILABILITY OF ANY PRODUCT OR DATA, COSTS OF REPLACEMENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR PRODUCTS, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) COLLECTIVELY (FOR COMPANY AND ALL COMPANY PARTIES) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID PLUS THOSE THAT REMAIN PAYABLE BY BUYER TO COMPANY HEREUNDER FOR THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE FIRST CLAIM HEREUNDER.

THE LIMITATIONS, WAIVERS AND DISCLAIMERS OF THIS AGREEMENT APPLY EVEN IF ANY AGREED OR OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND ARE ESSENTIAL TERMS OF THIS AGREEMENT WITHOUT WHICH COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT OR ALLOWED BUYER OR ANY COMBINED PRODUCT END USERS TO USE THE PRODUCTS.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALL OF THE COMPANY PARTIES ARE THIRD PARTY BENEFICIARIES TO DISCLAIMERS OF SECTION 10 AND ALL OF THE PROVISIONS OF SECTIONS 7, 9 AND 11 WITH THE RIGHT TO DIRECTLY ENFORCE ALL OF SUCH PROVISIONS AGAINST BUYER AND/OR ANY COMBINED PRODUCT END USER.

#### 12. Audit

Company or its designee may audit Buyer's and any Combined Product End User's implementation and use of the Products, including, without limitation, auditing all Devices, Nodes and information technology environments, to determine such in compliance with the terms of this Agreement, which audit may include, but is not limited to, inspecting the offices of Buyer, any Combined Product End User's and/or any other locations where any Devices, Nodes of Combined Products are located to audit Buyer's and/or the Combined Product End User's operations and implementation and use of the Products, the execution of tests or surveys of the Devices, Nodes, Combined Products or other information technology environments to verify Buyer's or the Combined Product End User's compliance with the terms of this Agreement and/or the running of certain software code or scripts on the Devices, Nodes, Combined Products or within the information technology environments to determine how the Products have been implemented and are being used by Buyer or Combined Product End User, as applicable. All such audits will be conducted during regular business hours after providing reasonable advance notice to Buyer, who is obligated to immediately notify the applicable Combined Product End User(s) if the audit relates to or will involve such Combined Product End User or its use of the Products.

#### 13. Export Laws.

The Products, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Buyer will not export or re-export the Products (or portions thereof) to any country, person or entity subject to U.S. export restrictions. Buyer will not to export or re-export the Products (or portions thereof): (i) to any country subject to a U.S. embargo or trade restriction; (ii) to any person or entity who you know or have reason to know will utilize the Products (or portions thereof) in nuclear, chemical or biological weapons; or (iii) to any person or entity who has been denied export privileges by the U.S. government. Buyer shall comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Products.

#### 14. US GOVERNMENT RIGHTS.

Each of the Products and the Documentation is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Buyer is an agency of the US Government or any contractor therefor, Buyer only receives those rights with respect to the Products and documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48



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C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors.

#### 15. Miscellaneous

This Agreement, which includes (as provided above) all Order Forms executed pursuant to these Terms, represents the entire agreement between Buyer and Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Buyer and Company with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in the State of Delaware. Buyer acknowledges and agrees on behalf of itself and all Combined Product End Users (if any) that a breach or threatened breach by Buyer or any Combined Product End User of any of the provisions of this Agreement would cause the Company irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Company will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth in the agreement. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, this Agreement may be amended only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Buyer may not assign, transfer, delegate or subcontract any of its rights or obligations hereunder without Company's consent. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party (as determined by the court) shall be entitled to recover all costs, including, but not limited to, court costs, expert witness fees and attorneys' fees, associated with such action or proceeding. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.