

## STANDARD TERMS AND CONDITIONS OF SALE

### 1. Overview.

NAL products and accessories ("Products") are sold by NAL Research Corporation ("NAL") to buyers of NAL Products ("Customers") subject to these Standard Terms and Conditions of Sale. NAL may, from time to time and in its sole discretion, publish revisions to the Standard Terms and Conditions of Sale. This agreement supersedes and replaces any and all previous terms and conditions of sale between the parties.

- 2. Sale Orders / Pricing.** Customer shall contact NAL with requests for Products via email at Sales@nalresearch.com. NAL shall acknowledge receipt of such order and, if approved, provide Customer with a Sale Order Acknowledgment form along with a copy of this Standard Terms and Conditions of Sale agreement. Sale Orders shall specify Products ordered, price, payment terms, shipping information, delivery dates, and destination. The terms and conditions of this Standard Terms and Conditions of Sale shall be a part of and shall govern each Sale Order. No other terms and conditions shall apply.

NAL will exercise its best effort to maintain current pricing for orders placed 90 days prior to NAL's annual price increase (October 1<sup>st</sup>) to Customers with preferred delivery dates scheduled after October 1<sup>st</sup>.

### 3. Acceptance.

RECEIPT OF CUSTOMER'S PURCHASE ORDER DOES NOT AUTOMATICALLY CONSTITUTE ACCEPTANCE. CUSTOMER'S PURCHASE ORDER WILL BE ACCEPTED UPON NAL'S REVIEW AND SUBMITTING A SALES ORDER ACKNOWLEDGMENT FORM TO THE CUSTOMER. CUSTOMER'S PURCHASE ORDER SHALL BE MADE EFFECTIVE AS OF THE DATE OF CUSTOMER'S INITIAL ORDER SUBMISSION. CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT SHALL BE CONCLUSIVELY PRESUMED (i) BY NAL'S FULFILLMENT OF THE ORDER; (ii) BY CUSTOMER'S ACCEPTANCE OF ALL OR ANY PART OF THE PRODUCTS ORDERED; AND (iii) IF PAYMENT IS MADE BY CUSTOMER FOR ALL OR ANY PART OF THE PRODUCTS ORDERED. NONE OF THESE TERMS AND CONDITIONS MAY BE ADDED TO, MODIFIED, SUPERSEDED, OR OTHERWISE ALTERED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED EXECUTIVE OF NAL.

### 4. Payment Terms.

Payment in full is required in advance unless NAL has established a credit account for Customer, NAL has approved credit payment terms in writing, and the credit account is not past due. Prepayment accounts shall receive an NAL invoice after NAL's receipt of the Purchase Order, and shipment will occur only after NAL has received payment in full.

**Late Payment Fees.** Any amounts remaining unpaid after the due date of each invoice shall be subjected to an additional late fee which shall be equivalent to one and one-half percent (1.5%) per month of the overdue balance.

### 5. Taxes.

Prices for NAL's Products are exclusive of applicable taxes, tariffs, license and regulatory fees and surcharges, including, without limitation, export licenses, fees and taxes, sales, use, service, occupation, retailer's, personal property and excise taxes, and all other applicable fees or assessments (collectively herein referred to as "Taxes"). Taxes shall be the responsibility of the Customer.

### 6. Warranty/Disclaimers.

NAL WARRANTS THAT FOR TWELVE (12) MONTHS FROM THE DATE OF RECEIPT OF THE PRODUCT ("WARRANTY PERIOD"), THE PRODUCT SHALL SUBSTANTIALLY PERFORM TO ITS PUBLISHED SPECIFICATIONS AND THAT IT SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER ITS INTENDED USE. IF NAL RECEIVES NOTICE OF NON-CONFORMANCE DURING THE WARRANTY PERIOD, THEN NAL SHALL, IN ITS DISCRETION, SEEK TO CORRECT THE NON-CONFORMING ISSUE BY REPAIRING OR REPLACING THE PRODUCT AT NO ADDITIONAL CHARGE TO CUSTOMER. ALL WARRANTY CLAIMS MUST BE RECEIVED ON OR BEFORE THE EXPIRATION OF THE WARRANTY PERIOD.

EXCEPT FOR THE WARRANTY EXPRESSLY STATED ABOVE, CUSTOMER ASSUMES FULL RESPONSIBILITY FOR (i) THE SELECTION OF THE PRODUCT; (ii) THE PROPER INSTALLATION AND USE OF THE PRODUCT; (iii) VERIFYING THE RESULTS OBTAINED FROM THE USE OF THE PRODUCT; (iv) TAKING APPROPRIATE MEASURES TO PREVENT LOSS OF DATA, PROTECT AGAINST VIRUSES AND PROTECT AGAINST SECURITY BREACH; AND (v) PROCURING AND MAINTAINING THE PROPER HARDWARE, SYSTEMS, AND/OR NETWORK INFRASTRUCTURE REQUIRED FOR THE OPERATION OF THE PRODUCT. NAL DOES NOT WARRANT THAT THE QUALITY OR PERFORMANCE OF THE PRODUCT SHALL MEET CUSTOMER'S REQUIREMENTS, THAT THE PRODUCT WILL BE COMPATIBLE WITH ANY PARTICULAR THIRD-PARTY USER PLATFORM OR INTERFACE, THAT CUSTOMER SHALL BE ABLE TO ACHIEVE ANY PARTICULAR RESULTS FROM USE OF THE PRODUCT, OR THAT THE PRODUCT SHALL OPERATE FREE FROM ERROR.

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, NAL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCT AND ANY OTHER ITEMS OR SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER WAIVES, DISCLAIMS, AND RELEASES NAL FROM ANY OBLIGATION, LIABILITY, RIGHT, REMEDY, OR CLAIM WITH RESPECT TO ANY BUG, DEFECT, VIRUS, SECURITY BREACH, DEFICIENCY, OR ERROR IN THE PRODUCT, SOFTWARE, DOCUMENTATION, OR ANY OTHER ITEMS FURNISHED HEREUNDER.

### 7. Non-Warranty Repairs.

Non-warranty Products are Products held by the Customer past the Warranty Period ("Non-

Warranty Period"). Customers requiring Product repair during the Non-Warranty Period must contact support@nalresearch.com for prior approval for any Products requiring repair. NAL reserves the right and has the authority to determine if a Product is repairable. NAL guarantees the support for all its Products for up to five (5) years from date of delivery. Repairs outside the Warranty Period are subject to the continued availability of components needed for the repair and will be invoiced at the repair price in effect at the time of the repair. Once the Product(s) are received and evaluated, NAL will provide an estimate of charges based on parts/labor costs. Customer shall either accept charges and pay fees for repair or request a return of the Product(s) and accept a return merchandise authorization (RMA) assessment fee. For non-warranty repairs, NAL will provide a warranty for ninety (90) days against "craftsmanship and defective replacement parts" after repair and return of unit. If a different failure on the same board is experienced, the repair warranty will not apply. NAL will store Products for repair at our facility for no more than twelve (12) months, after which the Product will become the property of NAL.

### 8. LIMITATION OF LIABILITY.

NAL'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, AND CUSTOMER'S SOLE REMEDY AGAINST NAL FOR ALL CLAIMS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF GENERAL MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER FOR THE SALES ORDER CONNECTED TO THIS AGREEMENT TO NAL UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

### 9. Intellectual Property.

All right, title and interest in and to all intellectual property incorporated in the Products including all intellectual property worldwide including, but not limited to, inventions, patents, copyrights (including renewal rights), trademarks, trade secrets, know-how, Confidential Information, computer software (including source code), ideas, processes, discoveries, methods, and all other forms of intellectual property and any applications for registration thereof, are and shall remain the sole and exclusive property of NAL, or its suppliers of the Products. No rights therein are granted to Customer. NAL makes no representation, guarantee, or warranty as to the scope or validity of any intellectual property rights or that Customer's use of the Product shall be free from infringement of any intellectual property rights held by third parties. NAL incurs no obligation or liability for bringing actions against third parties for alleged intellectual property rights infringement within the scope of this Agreement or for defending Customer against the same.

### 10. Returns.

NAL's Products may be returned in good condition within thirty (30) days of receipt for a refund, less 20% restocking and retest fee. Beyond thirty (30) days and at NAL's sole discretion, NAL may take the Product back for a 50% restocking charge. Custom-designed Products may not be returned. Antenna cables and antennas with non-standard connectors are considered custom-designed Products. For Product return, contact NAL by: Telephone 703-392-1136, menu option 4; Fax 703-392-6795; Email [ma@nalresearch.com](mailto:ma@nalresearch.com); or mail to - NAL Research Corporation 11100 Endeavor Court, STE 300, Manassas, VA 20109, Attention-Returned Hardware (list NAL's Sales Order#).

### 11. Shipment / Delivery.

Most deliveries of Products are shipped within ten (10) business days following NAL's receipt of a Purchase Order and any payment requirements as set forth herein. However, the actual shipping date shall be subject to material availability, and NAL makes no guarantee whatsoever of shipment or delivery of Products. NAL will use its reasonable efforts to meet delivery dates specified in Customer's Purchase Order. However, ship dates set forth shall be NAL's reasonable estimates only and shall not constitute a binding commitment on the part of NAL for the delivery date of the ordered Products.

### 12. Security Interest.

NAL shall retain a security interest in Products until the entire balance of the invoice and all other monies payable to NAL are paid in full, notwithstanding that the Products have been delivered to Customer. Customer hereby authorizes NAL to execute and file financing statements describing the Products and other documents which NAL may request to evidence its security interest. This Section creates a "Security Agreement" between the parties with respect to Products.

### 13. Force Majeure.

NAL shall not be held liable for any delay or failure to perform due to any cause beyond its control, including, but not limited to, lack of supplies due to a supplier's inability or failure to deliver materials. The Product delivery schedule shall be considered extended by a period equal to the time lost because of any such excusable delay.

### 14. Indemnification.

Customer shall indemnify, defend and hold harmless NAL and its affiliates, the assignees of each, and their respective directors, officers, agents, and employees, from and against all claims and liabilities arising out of or in any way relating to Customer's performance under this Agreement or Customer's use of the Product. This indemnity includes costs, expenses, and attorneys' fees arising out of or relating to (i) injury to or death of any person, including employees of Customer, but not employees of NAL; or (ii) loss of or damage to any property; and (iii) successfully establishing the right to indemnification.

### 15. Governing Law.

The parties agree that the validity, interpretation, and performance of any agreement arising out of this transaction shall be governed by the laws of the Commonwealth of Virginia without regard to conflicts of interest laws. Customer and NAL hereby submit to the exclusive jurisdiction to resolve any disputes hereunder to the federal courts located in Fairfax County, Virginia. This shall be the sole and exclusive jurisdiction and venue for adjudication of any rights and liabilities hereunder.

*NAL guarantees the support for all its Products for up to five (5) years from date of delivery.*

**16. Default.**

In the case of default or breach by Customer in the performance of any or all of the provisions of this agreement, NAL may cancel any outstanding order from Customer and declare all obligations immediately due and payable, and shall, in addition, have all remedies afforded by the Uniform Commercial Code as enacted in Virginia, and any other applicable law. Customer shall, in addition, be liable for NAL's expenses incurred in exercising any remedies available to it, including reasonable attorney's fees and legal expenses. All unpaid obligations shall bear interest at the late payment fee rate provided

**17. Export Compliance.**

The export and re-export of NAL Products, software, and technical data is subject to the United States and/or other international export controls and sanctions. Customer agrees to fully comply with all such exports controls and sanctions, including, without limitation, ensuring that no NAL Products, services, software, or technical data are re-exported to end-users and countries that are not eligible to receive them under U.S. and/or other international export controls and sanctions. NAL will notify Customers if a Product has export restrictions and provide an End User Statement for completion by Customer prior to fulfilling an order.