

By placing an order with Advanced Interconnections Corp. the Buyer agrees to the terms and conditions set forth below. No term or condition contained or referenced herein shall be modified or superseded by any other document or communication unless agreed to by the Parties (defined below) in a writing explicitly addressing such modification.

1. **Applicability.** The following documents constitute the entire agreement (“**Agreement**”) between Advanced Interconnections Corp. (“**Seller**”) and Buyer, together the “**Parties**”, (a) these Standard Terms and Conditions of Sale (“**Terms of Sale**”); (b) the Standard Terms and Conditions of Quotation; (c) the Sales Order Acknowledgement, delivery of which constitutes Seller’s acceptance of the purchase order (“**Acceptance**”); and (d) the invoice (“**Invoice**”). The Agreement prevails over any Buyer terms or conditions notwithstanding anything to the contrary stated in any Buyer document or communication. Fulfillment of Buyer’s order does not constitute acceptance of any Buyer terms or conditions.
2. **Nature of the Products.** The products consist of electronic interconnect hardware. The Products may be standard designs listed in the Seller’s catalog (“**Standard Products**”) or modified or customized to Buyer’s specifications (“**Custom Products**”). Standard Products and Custom Products are referred to herein collectively as “**Products**”. (a) The Products do not contain software or embedded firmware unless provided by the Buyer for integration. (b) Unless specifically designed and documented as an ITAR Controlled item or a Custom Product assembly with a non-commercial device, all Products are “commercial items” as defined in FAR 2.101, and Standard Products are further defined as “commercially available off-the-shelf (COTS) items”.
3. **Price.** (a) All prices are per piece, unless otherwise noted by Seller. (b) Due to the fluctuating cost of precious metals and other raw materials, Seller reserves the right to charge the current price of the Products at shipment if the delivery was scheduled at least 120 days in advance, provided that Seller notifies Buyer at least ten (10) days prior to shipment. (c) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer and are the sole responsibility of the Buyer. (d) Seller reserves the right to correct any clerical errors on quotations, sales order acknowledgements, and invoices.
4. **Delivery.** (a) Prices are quoted Freight Collect or Prepaid, Ex Works (Seller’s Factory) – EXW West Warwick, Rhode Island USA. (b) Buyer shall determine the carrier and method of shipment at the time the order is placed. If not specified by Buyer, Seller shall determine the carrier and shipping details. (c) Buyer is responsible for all shipping, loading and related costs. (d) Title and risk of loss shall pass to Buyer upon transfer of the Products to the carrier at Seller’s factory (“**Delivery**”). (e) Seller is not liable for any delays, loss or damage in transit. (f) Seller may, with Buyer’s approval, deliver partial Product shipments to Buyer. (g) Each shipment of Products constitutes a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order. (h) Seller shall use commercially reasonable efforts to ship the Products by the targeted shipment date. The foregoing notwithstanding, the Buyer waives any liability of the Seller for any damages, loss, or costs related to any such shipment delay.
5. **Payment Terms.** Net 30 days in US dollars, subject to credit approval. Buyer shall pay all third-party payment processing fees, including credit card fees (currently 3% domestic and 4% international). Buyer shall pay interest on all late payments at the rate of 1.5% per month, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including attorneys’ fees and costs. In addition to all other remedies available under this Agreement and at law (which are not waived by the Seller), Seller shall be entitled to suspend the delivery of any Products if the Buyer fails to pay any amounts when due. Buyer shall have no right of offset against any sums due to the Seller.
6. **Acceptance of Products.** The Buyer shall inspect the Products within thirty (30) days of Delivery and immediately notify the Seller if the Products do not meet agreed specifications. The Buyer shall be deemed to have accepted the Products unless it delivers written notice of non-conformance to Seller on or before the earlier of (a) use and (b) thirty (30) days from the date of Delivery (“**Inspection Period**”). Products may not be returned without a Return Material Authorization (RMA) from Seller. The Buyer hereby specifically acknowledges and agrees that it is responsible for determining the suitability of the Products for their intended use (including use by any transferee of the Buyer or other end-user) including end-use environmental conditions, storage and transportation. Non-suitability for the intended use is not a valid basis for the issuance of an RMA.
7. **Warranty.** Seller warrants and represents to the Buyer that it has good title and authority to sell the Products and that the Products (a) were manufactured and will adhere in all material respects to the Seller’s then current published or mutually agreed specifications; (b) are merchantable and fit for non-specific commercial use; (c) are new, unless reworked or repaired with approval of the Buyer; (d) free from material defects in workmanship; and (e) free from design defects if the design was not provided by the Buyer. Seller makes no warranties of merchantability or fitness for a particular purpose except with respect to the non-specific commercial use thereof. All other warranties are hereby specifically disclaimed by the Seller. The Product warranties contained in this provision shall survive for a period of twelve (12) months from Delivery.
8. **Limitation of Liability.** (a) Seller hereby disclaims and Buyer waives any liability of Seller associated with the functionality or suitability of items integrated into a Product that were supplied by or incorporated at the direction of Buyer. (b) The Buyer’s sole remedy in the event of a defective or non-conforming Product is replacement of the Product or a refund of the cost paid for such Product. (c) Any other liability of the Seller hereunder shall be limited to the actual amount paid by the Buyer to the Seller in connection with the order giving rise to such claim or liability. (d) In no event will the Seller be responsible to Buyer or any third party for loss of use, loss of data, diminution in value, lost profits, procurement or delay costs, consequential or punitive damages or costs incurred in connection with disassembly, failure analysis, fault isolation, delivery delays, assembly, reinstallation, inspection, retrofit or any other corrective action incurred by Buyer or any subsequent purchaser or user of the Products, regardless of whether such damages were foreseeable and whether or not Seller has been advised of the possibility of such damages.
9. **Compliance with Law.** (a) Seller shall comply with all laws applicable to the manufacture of the Products in the jurisdiction of such manufacturing. (b) Buyer and any end-user shall at all times use the Products in accordance with applicable law. (c) Seller makes no representation or warranty regarding the compliance of the Products or the use thereof with the laws of any other state, country or other jurisdiction or territory. (d) Statements, policies, and declarations related to the compliance or conformance of the Products with environmental regulations and statutes, if applicable, is documented on Seller’s website. By placing an order with the Seller, Buyer shall be deemed to have accepted the adequacy of such compliance for all purposes. (e) Seller complies with U.S. export control laws and represents that neither Seller, nor any parent, subsidiary, affiliate, or approved supplier of Seller is on any of the restricted party lists maintained by the U.S. Government.
10. **Standards of Business Conduct.** Seller is committed to ethical and responsible conduct and complies with applicable laws and regulations of the state of Rhode Island and the U.S. Government. Seller’s Code of Conduct is available on Seller’s website. By placing an order with the Seller, Buyer shall be deemed to have accepted the adequacy of such policy for all purposes.
11. **Indemnification of Seller.** The Buyer shall indemnify and save harmless Seller and its insurers, affiliates, employees, agents, officers, owners, managers and directors for and from all suits, claims, judgments, awards, losses, damages, costs or expenses (including attorneys’ fees) relating to, arising out of, or caused by any

- act or omission of Buyer, Buyer's breach of the Agreement, the violation of law by Buyer or any of its employees, agents or representatives or breach of the intellectual property rights of any Party in connection with any Product specifications provided by the Buyer, the use of the Product by Buyer or any subsequent transferee or the Product's integration into any other product or system by Buyer or any subsequent transferee. Buyer's indemnification obligation hereunder covers, without limitation, injuries, sickness, diseases (including occupational disease whenever occurring), or death.
12. **Indemnification of Buyer.** Seller's indemnity is limited to third party claims against the Buyer (and not any customer of the Buyer or acquirer of any system or product into which a Product is integrated) arising directly out of Seller's breach of the Agreement, violation of intellectual property rights in connection with the Product as manufactured (with the exception of any claim or liability arising as a result of any specifications provided by Buyer or the use of the Products by the Buyer or any transferee or other end-user); and violation of law in connection with the manufacturing of the Products in the jurisdiction of such manufacturing. Seller's indemnification does not extend to any infringement alleged in connection with the use or intended use of the Product or its integration into any other product or system.
  13. **Third Party IP Rights.** If a third party alleges that the Product as manufactured by the Seller violates its intellectual property rights, the Seller will use commercially reasonable efforts to provide an alternate Product. Seller reserves the right, however, to immediately suspend performance under the Agreement and/or terminate the same on written notice to the Buyer.
  14. **Design Changes.** The Seller reserves the right to make design and/or manufacturing changes or discontinue the manufacture of any Product subject to the then current "Design Change Policy". The foregoing notwithstanding, ongoing changes to supply chain, facilities, and manufacturing processes that do not affect the published or agreed upon specifications of the Products, are not subject to the Design Change Policy, and will be implemented at Seller's sole discretion and without notice.
  15. **Inspection and Audit Rights.** Any inspection and/or audit rights granted to the Buyer shall be limited to quality, inspection, or testing records related directly to the manufacture or sale of the specific Products purchased by the Buyer and related billing records, exclusive of financial books and cost data. The inspection and/or audit shall be limited to documents and records in the possession of the Seller. Inspections shall be conducted at the Seller's primary place of business during normal business hours on at least seven (7) business days' prior written notice. Inspection and audit rights do not extend to proprietary manufacturing processes or suppliers, subcontractors, or business partners of the Seller, or Buyer's customers, unless required by U.S. law or regulatory authority or agency. The Buyer shall be responsible for all costs associated with such inspection or audit unless it is found that Seller invoiced the Buyer an amount at least 5% in excess of the amount actually due. Seller shall be under no obligation to take any corrective action requested by Buyer in connection with such audit or inspection.
  16. **No Ongoing Product Support.** Other than as may be agreed to by the Parties in a particular order, the Seller is under no ongoing obligation to stock any Product, including any Custom Product, or offer ongoing Product support.
  17. **Cure Right.** Prior to termination of the Agreement for cause, the non-breaching Party shall give notice to the other Party specifying with reasonable clarity the basis for the allegation of breach and, if such breach is not cured to the reasonable satisfaction of the non-breaching Party within thirty (30) days (or ten (10) days in the event of non-payment) such non-breaching Party may terminate the Agreement immediately on written notice to the breaching Party. The insolvency, inability to pay debts as they mature, the making of an assignment for the benefit of creditors, the appointment of a receiver or being subject to a bankruptcy petition shall be monetary default of the Buyer entitling the Seller to terminate an order or the Agreement on ten (10) days' prior written notice. The Seller shall not be deemed in default by virtue of any delay in delivery of the Products that does not exceed thirty (30) days. The Buyer's obligation to pay for all Products delivered and materials and work in process related to the order shall survive the termination of the Agreement for any reason.
  18. **Confidentiality.** All information of Seller, including Custom Product drawings and specifications, test or performance information, and information related to manufacturing processes, pricing, discounts or rebates, disclosed by Seller to Buyer, is confidential, solely for the purpose of performance under this Agreement, and may not be disclosed or copied by the Buyer except as necessary in the fulfillment of Buyer's obligations to its customers or as required by law. This provision shall not apply to information that is in the public domain, known to Buyer at the time of disclosure or rightfully obtained by the Buyer on a non-confidential basis from a third party.
  19. **Intellectual Property.** The Products, including Custom Products, are not sufficiently unique to warrant any right to license or obtain any intellectual property or other rights with regard thereto, even in the event of Seller's breach. Any right of the Buyer to obtain any intellectual property or other rights of the Seller or to sublicense or manufacture the Products is hereby specifically disclaimed. The Seller owns and retains rights to all Product drawings and designs, manufacturing drawings, schematics or other records related to the Product except for those delivered by the Buyer to the Seller. The Seller shall not be deemed to have waived any moral rights in connection with the Products or Product specifications. Unless specifically agreed to in writing by the Parties, neither the Products nor the manufacture thereof incorporates any intellectual property rights (including any foreground intellectual property rights) of the Buyer. Seller shall not be subject to any limitations on the sale to any person or entity of Products made to the same or similar specifications of those supplied to the Buyer, provided that Seller will not disclose information related to the Buyer's purchase or use of such Products unless otherwise agreed by the Parties.

Buyer hereby disclaims any and all rights to any intellectual property, proprietary or other rights with respect to the Products, including Custom Products with the exception of the right to use and resell the Products.
  20. **Title to Tooling.** The Buyer acknowledges and agrees that the Seller owns all rights in and to the tooling, partial tooling, and fixtures used in the production of the Products even if the cost of such tooling or fixtures are invoiced to the Buyer in connection with the manufacture of the Products. The Seller shall use commercially reasonable efforts to store and maintain any tooling manufactured or purchased for a specific Buyer order for a period of twenty-four (24) months following the last delivery of such Product.
  21. **Assignment and Subcontracting.** Neither Party will assign all or substantially all of the Order without prior written consent of the other Party. Seller reserves the right to subcontract the manufacture of the Products to a third party provided that such manufacturing shall be consistent with all applicable specifications and otherwise in accordance with this Agreement.
  22. **Insurance.** Seller is specifically exempt from any obligation by Buyer to carry Aircraft Product Liability or Medical Product Liability Insurance. Seller shall deliver a certificate of its current liability insurance coverage on the written request of the Buyer. Such insurance shall be deemed satisfied unless the Buyer delivers written notice of insufficiency within five (5) business days of receipt thereof.
  23. **Information Security.** Seller will use commercially reasonable efforts to protect any information provided to it by or on behalf of the Buyer which the Buyer identifies as confidential or proprietary. Nothing in the Agreement shall require the Seller to install or implement additional security hardware, software, procedures or policies. Buyer agrees that the Seller's current systems and procedures are sufficient to comply with the Agreement. Buyer acknowledges that no export-

controlled information will be transferred to the Seller in connection with the performance under the Agreement, unless specifically agreed to and accepted in writing by the Parties.

24. **Termination for Convenience.** Buyer shall have no right to require Seller to stop manufacture of the Products after Acceptance. The foregoing notwithstanding, (a) Orders scheduled for shipment within a thirty (30) day window cannot be rescheduled, held or cancelled. (b) If the Buyer is purchasing Standard Product, the Order may be terminated for convenience on at least thirty (30) days' prior written notice to a scheduled delivery provided that Buyer shall pay a fee as shall be determined by the Seller in its sole discretion for any materials or other property made excess or obsolete as a result of such termination. (c) No order for Custom Product may be terminated for convenience. Custom Product orders are non-cancellable and non-returnable ("**NCNR**"). Buyer shall pay all non-recurring engineering ("**NRE**"), tooling or partial tooling charges in connection with a Custom Product order and such charges are non-refundable. (d) Buyer acknowledges and agrees that in the event it terminates the Agreement for convenience, the price for the Products will be subject to adjustment to reflect the loss of any applicable volume discount.
25. **No Destruction of Goods.** In the event of termination of an Order for convenience, the Seller shall control the disposition of all excess or obsolete materials. Seller shall be under no obligation to destroy any technical data or Products manufactured under an order from the Buyer nor shall it be responsible for the disposal of any Buyer supplied items.
26. **Good Faith.** The Seller and the Buyer agree to act in good faith in connection with the negotiation and performance of their respective rights and obligations under the Agreement.
27. **Whole Agreement/Conflict.** This Agreement constitutes the entire agreement between the Parties. The reference to any other document, law, rule or regulation in any Buyer document or communication shall not be deemed accepted unless such acceptance is specifically set forth in a writing signed by the Seller. In the event of any conflict between this Agreement and any other document proffered in connection with the Products, the terms of this Agreement shall control.
28. **No Unilateral Changes to Agreement Terms.** This Agreement may only be amended or modified by a writing referencing this Agreement executed by an authorized representative of each Party. Any changes increasing the costs or time frame associated with the supply of the Products shall result in an equitable adjustment to the agreed terms.
29. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.
30. **Relationship of the Parties.** The relationship of the Parties is that of independent contractors.
31. **Change of Control.** Seller shall be under no obligation to disclose the identity of any potential new controlling party or acquirer of the Seller or any or all of its assets except in the event that an order is placed by the Buyer following a change in control that results in a majority interest of the Seller being owned by an individual who is not a U.S. citizen or an entity not organized in the United States of America.
32. **Seller's Security Interest.** As collateral security for the payment of the purchase price of the Products, Buyer grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Rhode Island Commercial Code.
33. **Governing Law and Disputes.** All matters arising out of or relating to the Agreement, or the sale or use of the Products shall be governed and construed in accordance with the internal laws of the State of Rhode Island, USA without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. To the extent not specifically addressed in this Agreement, the provisions of the Rhode Island Uniform Commercial Code, as then in effect, shall apply. Any legal suit, action or proceeding arising out of or relating to the Agreement or the sale or use of the Products shall be administered by Judicial Arbitration and Mediation Services ("**JAMS**") pursuant to JAMS' Streamlined Arbitration Rules and Procedures in a proceeding conducted in West Warwick, Rhode Island. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
34. **Force Majeure.** The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller.
35. **Survival.** All rights, obligations and duties of the Parties under this Agreement, which by their nature or by their express terms extend beyond the expiration or termination of a Product order, shall survive the expiration or termination of the order.
36. **Notices.** All notices, requests, consents, claims, demands, waivers and other communication hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Order or to such other address as is designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, Notice is effective only (a) upon receipt by the receiving Party and (b) if the Party giving the notice has complied with the requirements of this provision.
37. **Severability.** The invalidity, illegality or unenforceability in any jurisdiction of any term or provision of this Agreement shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any jurisdiction.