

# TERMS & CONDITIONS

## Version 9: March 2024

Products Sale Terms and Conditions 2024

- 1. APPLICABILITY.** These general terms and conditions of sale (the “**Terms**” and together with Telit’s Quotation and Order Acceptance and Buyer’s purchase order: the “**Agreement**” or “**Confirmed Purchase Order**”) supersedes all prior and understanding agreements (whether oral, in writing or any other form) between Telit and a customer (“**Buyer**”) and shall govern the relationship between Telit and Buyer purchasing products from Telit. Any terms deviating from these Terms shall be null and void unless Telit has explicitly agreed to such deviating terms in writing. “Telit” means any of the following entities: Telit Communications Limited (“**Telit UK**”), Telit IoT Solutions Inc. (“**Telit US**”), Telit Communications SpA (“**Telit Italy**”), Telit Wireless Services Ltd. (“**Telit Israel**”), Telit Wireless Solutions Hong Kong Ltd. (“**Telit HK**”), Telit Wireless Solutions Co., Ltd (“**Telit Korea**”), Telit Wireless Solutions Tecnologia e Serviços Ltda., Telit Cinterion Brasil Ltd. (each “**Telit Brazil**”), Telit Cinterion Deutschland GmbH (“**Telit Germany**”), Telit Communications India Private Limited (“**Telit India**”) and any of their applicable corporate group affiliates.
- 2. QUOTATIONS, PLACING AND ACCEPTANCE OF ORDERS.** A quotation made by Telit, including but not limited to commercial, technical or financial documents, sent to Buyer together with or referring to these Terms (the “**Quotation**”) is in force for 30 days from the date of issuance, unless otherwise specifically stated therein. Acceptance by Buyer of a Quotation may be evidenced by (i) Buyer’s written assent or (ii) Buyer placing an order for Telit products by delivering a purchase order to Telit, and both are deemed Buyer’s unconditional and irrevocable agreement to these Terms. Any purchase order or acceptance of a Quotation by the Buyer shall be deemed to be an offer by the Buyer to buy products subject to these Terms. The manner of acceptance of purchase orders shall be solely by Telit’s express written acceptance to a specific purchase order (“**Order Acceptance**”). Until such express acceptance was provided to the Buyer, Telit shall have no obligation to the Buyer. Once the Order Acceptance is received by Buyer, the Confirmed Purchase Order is binding. Telit’s acceptance of all orders and all offers and sales by Telit are subject to and expressly conditioned upon Buyer’s consent to these Terms. Any terms of Buyer’s purchase orders that are different from or in addition to those contained in these Terms, shall be

of no effect unless included in a revised quotation by Telit. Commencement of performance or shipment shall not be construed as acceptance of any such different or additional terms. Without derogating from the generality of the aforesaid regarding the Confirmed Purchase Order, acceptance by Buyer of products furnished by Telit pursuant hereto shall be deemed ratification of this Agreement.

3. **ORDER CANCELLATION, AMENDMENT AND RESCHEDULING.** A confirmed Purchase Order may not be amended, rescheduled or cancelled by Buyer, unless a prior written confirmation of such requested rescheduling, amendment or cancellation, or of any part thereof, was provided by Telit, at Telit's sole discretion, to Buyer. For the avoidance of doubt, Buyer shall be fully liable to pay for the full Purchase Order, at the predefined payment date, if the cancellation, amendment or rescheduling are contrary to these Terms. Telit may reschedule, amend or cancel a Confirmed Purchase Order it cannot supply accordingly, due to Force Majeure circumstances (as defined below), at its sole discretion, upon written notice to Buyer.

4. **DELIVERY, TITLE AND RISK OF LOSS.**

- 4.1. Delivery lead-times noted in the quotation are estimates. Approved Delivery times are as noted in Telit's Order Acceptance. Products shall be delivered EXW - INCOTERMS© 2010- Telit Hub or as otherwise specified by Telit in the Order Acceptance. For Products stocked at Telit's storage facility ("**Telit Facility**") after Telit's confirmed delivery date (CDD), Buyer will be charged with a storage fee of 0.5% of the value of the stocked Products, per each day of stocking (1) as of the 6<sup>th</sup> day of stocking at Telit's Facility and applied retroactively from the first day of stocking; and (2) as of the 1<sup>st</sup> day of stocking for Products stocked elsewhere. The storage fee will be charged and invoiced independently of the invoice of the Products and its payment shall be a precondition for discharging of the Products from the storage facility (including Telit Facility). For the avoidance of doubt, risk of loss and/or damage to products shall pass to Buyer in accordance with the EXW - INCOTERMS© 2010 defined in this Section 4 or any other INCOTERM agreed between Telit and Buyer. In the event Buyer rejects or revokes acceptance of any products for any reason, all risk of loss and/or damage to such products shall nonetheless remain with Buyer unless and until the same are returned at Buyer's expense to such place as Telit may designate in writing.

- 4.2. In addition to having a lien over products in respect of which full payment has not been made, Telit has the right to cease provision or not provide products if amounts due by Buyer have not been paid by the payment due date, as well as pursue any remedies available to it by law, including reclaiming products already provided.
- 4.3. Buyer shall be obliged to separately store the Products until full payment for them has been made and insure them against all usual risks including, in particular, theft and destruction.
5. **PRICES.** All price quotes are indicative only and not legally binding. Quoted prices do not include transportation, insurance or any applicable sales, use, value-added, excise or other taxes, duties, fees or assessments imposed by any jurisdiction, all of which will be paid by Buyer. Buyer will reimburse Telit if any of the foregoing is paid by Telit. All prices and other terms are subject to correction for typographical or clerical errors. Telit may, at its option, adjust all prices stated in currencies other than U.S. dollars for exchange rate fluctuations. Telit may change its price lists at any time. Notwithstanding any other provision of this Agreement, price changes due to increase in the cost of the Products, including but not limited to, increase in material, labor, licensing, transportation and manufacturing costs or increased taxes and duties, shall - subject to a 45 day prior written notice to Buyer - apply to all outstanding Purchase Orders, including Confirmed Purchase Orders whose delivery date is after the lapse of the 45 day period.
6. **TERMS OF PAYMENT.**
- 6.1. Unless otherwise agreed in writing, Buyer shall pay for products in cash in advance or cash upon delivery, at Telit's option. Each shipment shall be considered a separate and independent transaction and payment for each shipment shall be due accordingly. Telit may, at its option, elect to extend credit to Buyer, in which case invoices will be issued upon shipment and payment shall be due in full within thirty (30) days from the invoice date subject to the approval of the credit line, to be communicated in writing by Telit, which reserves the right to change or withdraw any such credit line at any time at its sole discretion. Unless otherwise specified in this Agreement or agreed to in writing by Telit, payment for services will be billed at Telit's then current prices and invoiced monthly or, if sooner, upon completion of the work. Payment of such invoices is due within thirty (30) days from the invoice date.

- 6.2. Amounts not paid when due shall be subject to interest at the rate of one and one-half percent (1 and ½ %) per month or, if less, the maximum rate permitted by law. In the event of the bankruptcy or insolvency of Buyer, or the filing of any proceeding by or against Buyer under any bankruptcy, insolvency or receivership law, or in the event Buyer makes an assignment for the benefit of creditors, Telit may, at its election and without prejudice to any other right or remedy, exercise all rights and remedies granted to Telit in Section 9 (DEFAULT AND TERMINATION) as in the case of a default by Buyer under these Terms.
- 6.3. Fees are payable to Telit by credit card or bank transfer. Telit may, from time to time, and without specific notice, add additional payment methods to the then-current payment methods, or cease to use previously supported payment methods. Buyer represents and warrants that it is lawfully permitted to use the selected payment method in connection to remitting payments to Telit. If a payment is repudiated due to insufficient funds or for erroneous information, Telit may reinitiate the returned debit to the applicable payment method and may bill and charge Buyer for the processing fees and commissions resulting therefrom. Fees that Telit is unable to charge through the payment method Buyer provided are deemed an overdue fee.
- 6.4. Payments are processed and handled through third-party payment processors who are responsible their processing of your information are therefore subject also to the terms and conditions of the applicable third-party payment processor pursuant to Buyer's agreement with them.
- 6.5. Offset. In no event the Buyer will be entitled to withhold or offset any payment due hereunder for any reason whatsoever.
7. **PERFORMANCE.** Telit will make reasonable commercial efforts to observe the dates specified in these Terms or such later dates as may be agreed to by Buyer for delivery or other performance, but Telit shall not be liable for delay in delivery or failure to perform resulting from conditions beyond the reasonable control of Telit. Any performance obligation of Telit shall be subject to the condition that Telit itself received a timely and correct delivery from its suppliers. In case of late or incorrect delivery to Telit or other obstacles beyond Telit's control, Telit is entitled to postpone the performance – without being in default – by the duration of the relevant delay or obstacle.
8. **ACCEPTANCE.** All products shall be deemed accepted by Buyer as conforming to this Agreement unless written notice of the claimed nonconformity is received by Telit within ten (10) days of



delivery thereof. Any use of a Telit product by Buyer for any purpose shall constitute acceptance of that product by Buyer. Unless agreed and specified in writing, the Buyer shall accept partial delivery of any order.

9. **DEFAULT AND TERMINATION.** Without limitation, Buyer shall be deemed in material default under these Terms if Buyer fails to pay any amounts when due hereunder, cancels or attempts to cancel these Terms prior to delivery or refuses delivery or otherwise fails to perform any of its obligations in this Agreement, fails to pay Telit any sums due under any other agreement or otherwise or threatens or harms Telit's intellectual property rights. In the event of a material default by Buyer, Telit may, upon written notice to Buyer, (1) suspend its performance and withhold shipments, in whole or in part, (2) terminate these Terms, (3) declare all sums owed to Telit immediately due and payable and/or (4) recall products in transit, retake same and repossess any products held by Telit for Buyer's account, without any need for other proceedings, and Buyer agrees that all products so recalled, taken or repossessed shall be the property of Telit, provided that Buyer is given credit therefor. Exercise of any of the foregoing remedies by Telit shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to Telit under the U.S. Uniform Commercial Code or other similar laws.

10. **INTELLECTUAL PROPERTY RIGHTS.** The sale of products hereunder does not convey any express or implied license under any patent, copyright, trademark or other proprietary rights owned or controlled by Telit (and its licensors), whether relating to the products sold, documentation provided by Telit whether commercial or technical in nature or any manufacturing process or other matter. All rights under any such patent, copyright, trademark or other proprietary rights are expressly reserved by Telit (and its licensors) and are protected by the Non-Disclosure Agreement entered by Telit and the Buyer.

11. **INTEGRATION RIGHTS.**

11.1. Buyer shall have the right to integrate products as delivered by Telit into Buyer's products and to sell, offer to sell, and distribute such Buyer products. Buyer shall not remove or omit any copyright or other proprietary notices placed or included by Telit (and its licensors) on any product or in the product software, documentation or other materials provided in conjunction with the product. Nothing in this Agreement shall be construed as a sale, assignment or transfer of any right into Telit's product software to Buyer or any

customer of Buyer; provided, however, that each customer that purchases a Buyer product containing a Telit product shall have a limited license to use the software embedded in the Telit product, as required for the use of such Buyer product, and for no other purpose. Except with the prior written consent of Telit, Buyer shall not (a) disassemble, decompile, decode, reverse engineer, alter, modify, adapt, or create any derivative works based on, the software embedded in the Telit Product; (b) copy such software; or (c) distribute such software apart from the associated Telit products.

- 11.2. Telit is not obliged to make the source code of the software available to Buyer except as required by Open License Terms. The software may contain open-source software the use of which is governed by the appropriate license conditions (the Open License Terms). The list of open-source software and Open License Terms are included in the Product documentation as required. Telit may amend the list of open-source software at any time. In the event of a conflict between the conditions of these Terms and the Open License Terms, the Open License Terms shall prevail. No license fee is charged to Buyer by Telit for the use of any such open-source software. If required by the Open License Terms, Telit will provide a copy of the source code (or an offer to provide such source code) of the open-source software solely and nothing herein shall obligate Telit to provide the source code of any other software. Notwithstanding anything else to the contrary in these Terms, Buyer acknowledges and agrees that Telit provides no warranties and shall have no liability whatsoever in respect of Buyer's use of the open-source software.

## 12. USE CASE DECLARATION

- 12.1. The Products sold by Telit are subject to certain third-party licenses that require these Products to be limited to the use restrictions specified in this Section 12. Buyer shall not directly or indirectly resell the Products to any third party as a standalone Product.
- 12.2. Buyer expressly acknowledges and agrees that the Products purchased by Buyer from Telit hereunder are solely (1) for permanent incorporation by Buyer only into an IoT Device, a Connected Vehicle Unit, or Access Point or (2) for attachment to a Laptop Computer Subscriber Unit in such a way as to not be attachable to or detachable from the Laptop Computer Subscriber Unit by an end user consumer without the use of tools, and shall not be used for any other purpose (the "**Permitted Use**"). Upon Telit's request, and



subject to appropriate confidentiality obligations, Buyer shall provide Telit with reasonable access to Buyer's records, books, and customer contracts, to enable Telit to confirm Buyer has complied with the Permitted Use detailed in this section 12:

**"IoT Device"** means a complete device incorporating a Product that is designed and sold for use as (a) a utility meter or automatic utility meter reader, (b) a vending machine, (c) a cargo container, (d) an ATM machine or device the primary purpose of which is to facilitate electronic payments (e.g., a point of sale device), (e) a remote monitoring, automation, and/or control system, including individual devices that comprise such system, (f) a digital billboard or other digital signage, (g) a portable medical treatment or diagnostic device (e.g., defibrillator), (h) an alarm system or security system, or (i) a portable tracking device; provided that, in each case, such device (1) is not capable of providing (or being modified to provide) another device with access to wireless communications or providing two-way voice communications with another device, except transmitting and receiving two-way voice communications to and from up to a maximum of ten (10) pre-programmed telephone numbers that can only be changed by a technician set-up mode, and which can be called automatically (for example in an emergency two way voice), and (2) is not (and is not marketed as) a smartphone or other wireless telephone or a tablet. Buyer shall notify Telit if Buyer's use or intended use of the Product in IoT Devices includes any voice functionality.

**"Connected Vehicle Unit"** means an electronic device incorporating a Product , or a combination of electronic devices that, individually or collectively (a) is designed to be installed solely in a Vehicle, (b) is capable of initiating or receiving wireless telecommunication transmissions, but only when it is physically and electrically connected to a Vehicle, (c) is either (1) not intended to be removed (and cannot be removed without a tool) from the Vehicle by an end-user of the Vehicle or (2) is primarily designed to connect to a vehicle using an OBD2 interface or other vehicle-specific interface; and (d) provided it is at least one of the following: an in-vehicle control unit that, solely when installed in a Vehicle, communicates with the Vehicle's control units and uses a wireless air interface to provide telematic services such as automatic crash notification, roadside assistance services, vehicle tracking, remote door services, navigation assistance, traffic

assistance, concierge services, fleet management, and on-board diagnostics, or the control center and user interface for the Vehicle's entertainment center.

**"Access Point"** means a complete device that incorporate the Product and is intended to be connected to another device in order to enable such other device to be used for (human) end-user initiation or reception of voice and/or data communication over a wireless wide area network.

**Laptop Computer Subscriber Unit"** means a complete telecommunication device incorporating a Product that (i) is designed primarily for use as a personal computer, (ii) includes a physical or virtual keyboard with a minimum of twenty six (26) keys; (iii) has a non-foldable screen with screen size of at least seven (7) inches diagonal (or across its largest dimension), (iv) weighs at least one (1) pound, and (v) includes a tracking/pointing stick, touch screen, rollerball or touchpad to move the cursor.

12.3. Buyer acknowledges that the quoted prices are applicable only and are subject to Buyer's compliance with the Permitted Use. If any Product is used for any purpose outside the Permitted Use, Buyer shall reimburse Telit for any and all additional fees that Telit may be obligated to pay to its licensors for such usage outside the Permitted Use. Telit reserves the right to increase prices if a Product is used outside the Permitted Use.

13. **RESTRICTED USES.** THE PRODUCTS ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE, AND SHOULD NOT BE USED OR SOLD OR RESOLD FOR USE, IN ANY APPLICATIONS REQUIRING FAIL-SAFE PERFORMANCE OF THE PRODUCTS AND/OR IN WHICH A MALFUNCTION OR A FAILURE OF THE PRODUCTS COULD LEAD TO PERSONAL INJURY OR DEATH, OR SERIOUS PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING BUT NOT LIMITED TO APPLICATIONS SUCH AS (A) LIFE SUPPORT MACHINES OR OTHER LIFE PRESERVING MEDICAL DEVICES OR SYSTEMS; (B) AIR TRAFFIC CONTROL OR AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS; (C) CONTROL EQUIPMENT FOR NUCLEAR FACILITIES; OR (D) MISSILE, NUCLEAR, BIOLOGICAL, OR CHEMICAL WEAPONS, OR OTHER MILITARY APPLICATIONS (COLLECTIVELY, "**RESTRICTED USES**"). ALL RESTRICTED USES OF THE PRODUCTS ARE STRICTLY PROHIBITED AND SHALL AUTOMATICALLY VOID ANY WARRANTIES OR INDEMNITIES PROVIDED BY TELIT, AND RELEASE TELIT FROM ANY OBLIGATIONS TOWARDS BUYER. WITHOUT LIMITING THE





FOREGOING, BUYER SHALL NOT INTEGRATE OR OTHERWISE USE PRODUCTS WITH PRODUCTS FOR SALE OR PROVISION TO CUSTOMERS FOR ANY RESTRICTED USE.

14. **DISCONTINUATION.** Telit reserves the right to discontinue manufacturing and sale of products at any time. If, however, at any time during the term of an Agreement under which Telit sells and Buyer purchases Products on a regular basis, such regularly sold and purchased Products are to be permanently discontinued (“**Discontinued Product**”), Telit shall use its reasonable commercial efforts to give Buyer prior written notice of such discontinuance and shall use reasonable commercial efforts to accept last-time-buy orders for such Discontinued Product.

15. **LIMITED WARRANTY.**

15.1. Telit's standard limited warranty is incorporated into these Terms, as follows: Unless otherwise agreed, Telit warrants to Buyer that for a period of 12 months from the date of their delivery to Buyer (“**Warranty Period**”), the products shall operate in accordance with the specifications published by Telit and shall be free of defects in material and workmanship. In order to preserve claims, apparent defects shall be notified to Telit in writing within three (3) business days as of delivery, latent defects (including operation not according to the specifications) occurring within the Warranty Period shall be notified to Telit in writing within three (3) business days as of discovery. The warranty is only for the benefit of the original Buyer and is not transferable. Telit does not represent or warrant that (a) the Products achieve specific results or fit specific purposes; (b) the products will perform without interruption or error; and (c) the Products are secure from hacking or other unauthorized intrusion or that Buyer's data will remain private or secure, and disclaims any liability for same. Even if a Product is compliant with security standards in force on the date of its design, Buyer acknowledges the rapid change of threats and attack capabilities and that the security measures follow such changes. Under no circumstances shall Telit be held liable for any attacks against systems, equipment or other third party product incorporating the Product.

15.2. THE SOLE RESPONSIBILITY OF TELIT AND BUYER'S SOLE REMEDY UNDER THIS WARRANTY SHALL BE, AT TELIT'S SOLE OPTION, TO REPAIR OR REPLACE THE PRODUCT (OR IF REPAIR OR REPLACEMENT IS NOT REASONABLY POSSIBLE, TO RECALL THE PRODUCT, AND REFUND THE PURCHASE PRICE PAID FOR SUCH PRODUCT), DURING THE WARRANTY PERIOD. TELIT SHALL NOT BE LIABLE FOR

REPLACEMENT COST AND EXPENSES AS WELL AS FOR ANY OTHER ASSOCIATED COSTS. FURTHER TO THE PRECEDING PROVISION AND SUBJECT TO ANY APPLICABLE STATUTORY WARRANTIES THAT CANNOT BE DICLAIMED, TELIT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY SHALL NOT APPLY TO ANY UNTESTED, PARTIALLY TESTED, UNFINISHED OR INCOMPLETE PRODUCTS OR TO ANY PRODUCT SAMPLES, DEMO UNITS OR PROTOTYPES. ALL SUCH PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

- 15.3. Telit may, from time to time and at its sole discretion, develop and make available updates and upgrades to Products previously purchased by Buyer ("**Changes**"), for any purpose, including but not limited to remedying defects, and/or improved and/or extended functionalities. Telit will use commercially reasonable efforts to provide advance notice of any Changes, such that Buyer can timely integrate the changes into the Product ("**Notices**"). The Notices will be automatically sent to the Buyer's registered email address. Changes shall be provided to Buyer over the air ("**FOTA**") as a delta file and/or binary file representing the whole software image of the Telit product. Buyer acknowledges and agrees that it is responsibility solely of Buyer to (i) implement FOTA capabilities and (ii) integrate the Changes into the product in time and according to Telit's instructions. Telit shall not bear the cost, expense or liability relating to (1) transfer of the FOTA Changes to Buyer or Buyer's wireless network; (2) any delay in integrating the Changes or Buyer's failure to implement the Changes; (3) integrating the Changes not according to Telit's instructions and/or by Telit's authorized representatives.
- 15.4. Telit is not responsible for solving any problems that are not inherent in the Product, including, but not limited to problems rooted in Buyer's other hardware or software to which the Product is integrated.
- 15.5. Telit's warranty does not include onsite support for the Products. If onsite support is required to be performed by a Telit's authorized representative, additional charges, including but not limited to, hourly labor, travel, meals, lodging, and related expenses shall apply.

- 15.6. Telit's warranty shall be null and void if (1) the Buyer modifies or allows a third party to modify the products, unless the Buyer can prove that the defect in question has not been caused by the modifications effected by him or a third party; (2) the Buyer uses the products under circumstances other than those explicitly approved for use such as (but not limited to): unusual physical, electrical or electromagnetic stress;; fluctuations in electrical power beyond those set out in the specifications; failure of air conditioning or humidity control; improper maintenance, neglect or any other misuse, abuse or mishandling; (3) full payment has not been made to Telit; (4) the Buyer uses the Product other than in line with the Agreed Use or for any Restricted Use (as defined in Section 17 hereunder); (5) repair or replacement is necessitated due to the combination or conjunction of the Product with any Buyer or third party equipment, data, devices or software (other than third party software provided or recommended by Telit); (6) Buyer's failure to follow applicable use or operations instructions or manuals; (7) Buyer's failure to implement, or to allow Telit or its representatives to implement, any Changes to the Product made available to Buyer by Telit; (8) the design, specification and/or material for the Products were provided by Buyer; (9) Products are supplied at the request of Buyer although Telit has indicated may not conform to applicable technical specifications; (10) the repair or replacement is necessitated by: (i) Force Majeure circumstances (as defined hereinafter) or (ii) accident; (11) the repair or replacement would be contrary to Sanctions and Export Control Laws; or (12) if Buyer notifies Telit of the defect / operation not in accordance with the specifications published by Telit, after the lapse of the Warranty Period.
- 15.7. If the Product is returned for repair or replacement at any time following purchase by Buyer and Telit discovers that the Warranty is inapplicable due to the reasons provided above, the Product will not be repaired and will be returned to Buyer at Buyer's expense, unless Buyer authorizes and pays for it's repair. Whether Buyer authorizes repair or not, Telit reserves the right to charge a "No Fault Found" fee where the product is found not to be defective due to any fault of Telit.
- 15.8. Buyer may request Telit to provide it with after sale support services, such services may include design, hardware, software / application consulting for Buyer's product embedding Telit's product, as well as approval and production consulting for Buyer's product, at terms and conditions to be offered by Telit at its sole discretion. It is clarified that after sale support are not part of Telit's warranty.

## 16. LIMITATION OF LIABILITY AND CLAIMS.

- 16.1. TELIT'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL IN NO EVENT EXCEED FOR ANY AND ALL CLAIMS THE LESSER OF: (I) THE AMOUNT, IF ANY, DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT LEADING TO THE FIRST CLAIM FOR DAMAGES BY BUYER; OR (II) US\$ 500,000 (FIVE HUNDRED THOUSAND UNITED STATES DOLLARS). IN NO EVENT SHALL TELIT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND, HOWEVER CAUSED (INCLUDING BUT NOT LIMITED TO LOSS OR INTERRUPTION OF USE, SOFTWARE FAILURE, DATA LOSS OR CURRPOTION OF ANY KIND, REVENUES OR PROFITS LOSS, RESULTING FROM A BREACH OF THIS AGREEMENT OR BASED ON ANY OTHER LEGAL THEORY, EVEN IF TELIT HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR PRODUCTS OR SERVICES FURNISHED BY TELIT, MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURED. IN NO EVENT SHALL TELIT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE CIRCUMSTANCES DETAILED IN SECTIONS 10.3 AND 14.6 ABOVE.
- 16.2. BUYER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ANY BUYER PRODUCT OR OTHER THIRD PARTY PRODUCT INTO WHICH THE TELIT'S PRODUCT IS INTEGRATED (COLLECTIVELY, AN "**END USER PRODUCT**") OPERATES AS PER ITS SPECIFICATIONS.
- 16.3. TELIT SHALL HAVE NO RESPONSIBILITY WHATSOEVER FOR THE INTEGRATION, CONFIGURATION, TESTING, VALIDATION, VERIFICATION, INSTALLATION, UPGRADE, SUPPORT OR MAINTENANCE OF SUCH END USER PRODUCT, OR FOR ANY LIABILITIES, DAMAGES, COSTS OR EXPENSES ASSOCIATED THEREWITH. TO THE EXTENT TELIT OR ITS AFFILIATES AGREE TO REVIEW AND PROVIDE ANY COMMENTS OR SUGGESTED CHANGES OR IMPROVEMENTS TO THE (A) HARDWARE OR SOFTWARE INTERFACE BETWEEN THE TELIT PRODUCT AND ANY OTHER PORTION OF SUCH END USER PRODUCT, (B) ENVIRONMENT, SCHEMATICS, CONFIGURATION OR APPLICATION-SPECIFIC SOFTWARE FOR SUCH END USER PRODUCT, OR (C) OVERALL SOLUTION PRESENTED BY SUCH

END USER PRODUCT, SUCH REVIEW WILL BE PERFORMED STRICTLY AS A COURTESY TO BUYER AND TELIT AND ITS AFFILIATES MAKE NO WARRANTY AND ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY SUCH COMMENTS, CHANGES OR IMPROVEMENTS, AND ANY RELIANCE THEREON BY BUYER SHALL BE AT BUYER'S SOLE RISK.

## 17. INDEMNIFICATION.

- 17.1. Buyer agrees to defend, hold harmless, and indemnify Telit and its directors, officers, employees, agents and affiliates from and against any and all damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of any (a) breach of this Agreement by Buyer; (b) claim for negligence, misrepresentation, false statement, intentional misconduct, or other act or omission by Buyer, its customers, OEM's, distributors, employees, agents or other representatives in connection with the sale of the products; (c) personal injury, death or property damage caused by Buyer products in which Telit products are included; and (d) any claim that the integration or combination of the products by Buyer with any other product(s), infringes any intellectual property rights of a third party or fails to conform to any safety or other government laws or regulations. Telit shall promptly provide Buyer with notice of any indemnified claim and cooperate with Buyer, at its expense, in the defense or settlement of any such claim. Buyer shall not provide any statements of Telit nor take any obligations on behalf of Telit, unless Telit has previously agreed to do so in writing.
- 17.2. Always subject to Section 16 above and sections 17.3 and 17.4 below, (1) Telit will defend, at its expense, a third-party filed legal complaint, lawsuit or proceeding against Buyer ("**Claim**") to the extent such Claim is based upon an allegation that Products, as of their delivery date, directly and literally infringe in the country where Buyer has its registered address valid, non-expired Non- Essential Patent(s), or copyrights or misappropriate a third party's trade secret (hereafter "**IP Claim**") and (2) Telit will indemnify Buyer for any final adverse judgment(s) by a competent court or an arbitration tribunal, settlements and reasonable attorney fees resulting from an IP Claim. The foregoing obligations are conditioned on Buyer: (a) notifying Telit promptly in writing of the IP Claim; (b) giving Telit sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Telit's request and expense, assisting in such defense. If the Product

becomes, or in Telit's opinion is likely to become, the subject of an IP Claim, then Telit may (at its option and expense) either: (a) procure for Buyer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing or (c) terminate the Agreement or any part thereof.

- 17.3. Telit has no obligation under Section 17.2. or otherwise with respect to an IP Claim based upon: (a) any use of the Product not in accordance with the Terms or the related documentation (b) any modification of the Product by any person other than Telit or its authorized agents, (c) use of the Product in combination with product, process, data or equipment if the infringement was caused by such use or combination, regardless of whether or not the Product or elements of the Product are a material part of the infringement, (d) the design, specifications, any design, specifications and/or materials introduced or made available in or through the Product at Buyer's request (e) damages attributable to the value of the use of a non-Telit product, service, data or business process, (f) the use of the Product(s) during any time period after Telit has notified Buyer to discontinue use of the same; (g) Buyer's failure to implement, or to allow Telit or its representatives to implement, any Changes (as defined in Section 14.3 above) to the Product made available to Buyer by Telit; Sub-sections (a) to (g)) are hereafter collectively referred to as "**Excluded Claim(s)**"). Buyer shall indemnify Telit against all liability, damages and costs (including reasonable attorneys' fees) resulting from or related to an Excluded Claim.
- 17.4. Notwithstanding section 17.2 above, in case a third party asserts that Products, as of their delivery date, directly infringe valid Standard Essential Patents ("**SEP Claim**"), and subject to Telit's duty to confidentiality, Telit will provide Buyer with information about the Standard Essential Patents under which Telit is licensed for its Products, if any. Telit at its own discretion may support Buyer in the defense against or settlement of such SEP Claim provided that Buyer immediately after the receipt of the SEP Claim informs Telit in writing hereof, grants Telit access to all communication and documents related to the SEP Claim and enables Telit to actively participate in the defense or settlement of the SEP Claims. For the avoidance of doubt, Telit shall not have any obligation to defend or indemnify and shall not hold the Buyer harmless from any SEP Claim regarding infringement of Standard Essential Patents by the Products brought directly or indirectly against Buyer by any third party.

17.5. The foregoing states the entire liability of Telit and the exclusive remedy for Buyer relating to any and all Claims. Any remedy for indemnification shall become time-barred twelve (12) months after the delivery of the respective Product to Buyer. All warranties of non-infringement of any intellectual property rights are hereby expressly disclaimed by Telit, to the extent permitted by law.

## **18. CONNECTIVITY SERVICES**

18.1. Buyer warrants it is aware that the products (including a Subscriber Identification Module ("SIM")) do not include connectivity services. Should Buyer purchase connectivity services from Telit, such connectivity services will be provided according to Telit Connectivity Services Terms and Conditions <https://docs.devicewise.com/Content/LegalNotice/Cloud-and-Connectivity-Services-Terms-and-Conditions.htm>.

## **19. EXPORT CONTROL.**

19.1. These Terms, and the Products, may be subject to Sanctions and Export Controls of the United States, the United Kingdom, the European Union and its Member States, the United Nations, or other governmental authorities.

19.2. Buyer is not and shall not for the term of this Agreement become, a Sanctioned Person.

19.3. Buyer is aware that various territories may classify and treat the Products differently and that the shipping of goods may be subject to obtaining an export or import license. Buyer agrees to comply strictly with Sanctions and Export Controls, including, as may be applicable, to obtain and maintain any export and import license(s) required for the delivery of Products to Buyer. Buyer agrees that it is solely responsible for determining any applicable Sanctions and Export Controls regarding the further sale, lease, transfer or otherwise making available of Products by Buyer to third parties (including screening of such third parties in advance to make such a determination). This includes compliance with all end use and end user controls, such as those in 15 CFR 744 of the Export Administration Regulations.

- 19.4. Without limiting the foregoing, Buyer shall not, directly, or indirectly, sell, lease, transfer or otherwise make available any Product to, or engage in any other transaction related to the Agreement or a Product with:
- 19.4.1. a Sanctioned Person or
  - 19.4.2. a Person directly or indirectly owned or controlled by, or acting on behalf of, Sanctioned Persons;
  - 19.4.3. a person in a location that is subject to comprehensive US sanctions, including, currently, Cuba, Iran, North Korea, Syria, and Zaporizhzhia, Kherson, Crimea and so-called Donetsk People's Republic and Luhansk People's Republic regions of Ukraine or
  - 19.4.4. a person in Russia or Belarus, or
  - 19.4.5. a person for use in the research on or design, development, construction, production, stockpiling, testing, operation, use, or maintenance of missiles, unmanned aerial vehicles, nuclear explosive devices or nuclear propulsion projects, chemical or biological weapons or the related parts, components or subsystems of any of the foregoing, or
  - 19.4.6. a Person in China that:
    - 19.4.6.1. is involved in the development or production of integrated circuits at a semiconductor fabrication facility located in China (including Hong Kong) that fabricates integrated circuits meeting any of the following criteria: (A) Logic integrated circuits using a non-planar transistor architecture or with a production technology node of 16/14 nanometers or less; (B) NOT AND (NAND) memory integrated circuits with 128 layers or more; or (C) Dynamic random-access memory (DRAM) integrated circuits using a production technology node of 18 nanometer half-pitch or less; or
    - 19.4.6.2. the development or production of integrated circuits at any semiconductor fabrication facility located in China, but you do not know whether such semiconductor fabrication facility fabricates integrated circuits that meet any of the criteria described in (A), (B), or (C) above; or



- 19.4.6.3. for the development or production of semiconductor manufacturing parts, components, or equipment specified under ECCNs 3B001, 3B002, 3B090, 3B611, 3B991, or 3B992; or
- 19.4.6.4. for the development, production, use, operation, installation, maintenance, repair, overhaul, refurbishing or a supercomputer, as defined in 15 CFR 772.1, in China.
- 19.4.7. a person for use in the design, development, production, stockpiling or use of defense articles or in the provision of defense services, as those terms are defined in the U.S. International Traffic in Arms Regulations.
- 19.5. Buyer agrees that, it shall not sell, lease, transfer or otherwise make available Products if it knows or has reason to know that they will be shipped to and used for “military end-uses” or by “military end-users” in Burma, Cambodia, Venezuela, Russia, China or Iraq (except in Iraq for official use by personnel and agencies of the U.S. Government or Iraqi government). In addition, Buyer shall not sell, lease, transfer or otherwise make available Products if it knows or has reason to know that they will be used for “military end-users” or by “military end-users” in Belarus or Russia.
- 19.6. Buyer agrees that it shall not sell, lease, transfer, or otherwise make available Products if it knows or has reason to know that they will be used for “military-intelligence end uses” or by “military-intelligence end-users” in Belarus, Burma, Cambodia, China, Russia, or Venezuela
- 19.7. Buyer agrees that, without limitation to the foregoing, it shall procure that each of its customers agrees to comply and does comply with the terms of this Section 19 with respect to the Products.
- 19.8. Buyer shall certify its compliance with this Section 20 from time to time as Telit may reasonably request and in form and format of Telit’s reasonable discretion. Buyer shall additionally, upon Telit’s reasonable request, procure such certifications from Buyer’s customers.

- 19.9. Buyer shall provide notice to Telit as soon as possible in the event Buyer identifies an actual or apparent breach of the provisions of this Section 19 or is no longer able to make any or all of the representations in this Section 19.
- 19.10. Buyer acknowledges that any breach of the foregoing undertakings by Buyer shall be deemed a fundamental breach of these Terms and shall entitle Telit to terminate this Agreement for such breach. Such right of termination for breach shall be in addition and without prejudice to any other rights and remedies which Telit may have in contract and/or at law with respect to such breach.

For the purpose of these terms, the following terms shall have the meaning assigned to them below:

**“Sanctions and Export Controls”** means any applicable laws or regulations relating to economic or financial sanctions or trade embargoes or related restrictive measures imposed, administered or enforced from time to time by a Sanctions or Export Controls Authority. This includes the International Traffic in Arms Regulations (ITAR, 22 CFR 120-130) and the Export Administration Regulations (EAR, 15 CFR 730-774).

**“Sanctions or Export Controls Authority”** means (i) the United Nations Security Council; (ii) the United States government; (iii) the European Union; (iv) the United Kingdom government; (v) the State of Israel government; (vi) respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury (“OFAC”), the United States Department of State and Department of Commerce, and Her Majesty’s Treasury, the Israeli Ministry of Finance and Ministry of Defense; and (vii) any other governmental institution or agency with responsibility for imposing, administering or enforcing Sanctions and Export Controls with jurisdiction over Telit, Distributor or the Agreement.

**“Sanctions or Export Controls List”** means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Denied Persons List, Unverified List and Entity List maintained by the US Department of Commerce, the Consolidated List of Financial Sanctions Targets maintained by Her Majesty’s Treasury, or any other list issued or maintained by any Sanctions or Export Controls Authority of persons subject to

Sanctions and Export Controls (including investment or related restrictions), each as amended, supplemented or substituted from time to time.

**“Sanctioned Person”** means a person that is listed on, or directly or indirectly owned or controlled by or acting on behalf of, a person listed on any Sanctions or Export Controls List. a Person who is resident of, or located or incorporated in, or an official of, owned or controlled by, or acting on behalf of the government of, a territory subject to comprehensive U.S. or Israeli trade embargo (currently Cuba, Iran, North Korea, Syria, Crimea, the so-called Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine or that hereinafter become subject to comprehensive U.S. or Israeli trade embargo; or the Government of Venezuela and any Person who is owned or controlled by the Government of Venezuela or acting on its behalf.

**“Military or Military-Intelligence end use”** means the incorporation into a military item described on the U.S. Munitions List (USML) (22 CFR part 121, International Traffic in Arms Regulations); incorporation into items classified under Export Control Classification Numbers (ECCNs) ending in “A018” or under “600 series” ECCNs; or any item that supports or contributes to the operation, installation, maintenance, repair, overhaul, refurbishing, “development,” or “production,” of military items described on the USML, or items classified under ECCNs ending in “A018” or under “600 series” ECCNs.

**“Military end user”** means the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support “military end uses” as defined in the above.

**“Military intelligence end user”** means any intelligence or reconnaissance organization of the armed services (army, navy, marine, air force, or coast guard) or national guard of countries identified in 15 CFR 744.22 of the EAR.

## 20. ANTI-BRIBERY AND ANTI-CORRUPTION

Buyer hereby declares, undertakes, represents and warrants, as follows:

- 20.1. Buyer shall comply with all applicable anti-bribery and anti-corruption laws and regulations.

- 20.2. Buyer, and, to the best of its knowledge, its employees, officers, directors, shareholders, agents, affiliates, partnerships and any of our other representatives, have never been convicted of, or pleaded guilty to, any crime or offence involving fraud, corruption, or moral turpitude.
- 20.3. Buyer shall ensure that any third party that is engaged by it for the purpose of marketing, promoting, distributing, reselling any of the other Party's products and/or services or for the purpose of obtaining, executing or performing any resulting contract with an end user of any of the other Party's products and/or services, shall be bound by a provision substantially similar to the terms of this Section 21.
- 20.4. Buyer, and its employees, officers, directors, shareholders, agents and affiliates, have not performed and will not perform, directly or through any third party, any of the following acts: The making or authorization or offer or promise of any payment, gift, loan, donation, service, benefit or other thing of value, whether in cash or in kind, to any official or employee or officer of any third party, including governmental authority, or any agency or subdivision thereof including, but not limited to, any federal, regional or local department, or any agency, or enterprise owned or controlled by any of the foregoing or to any politician or political party or official thereof, or to any candidate for political office (hereinafter referred to collectively as "Government Officials"), for the purpose and/or with the possibility of:
- (i) Influencing any act or decision or of that person in his official capacity, including a failure to perform his official functions; and/or
  - (ii) inducing such person to use his influence with as a Government Official to affect or influence any act or decision; and/or
  - (iii) securing any improper advantage.
- 20.5. Any breach of the foregoing undertakings shall be deemed a fundamental breach of this Agreement, and shall entitle Telit to terminate this Agreement or business relationship for such breach. Such right of termination for breach shall be in addition and without prejudice to any other rights and remedies which Telit may have in contract and/or at law with respect to such breach.

21. **PRODUCT SAFETY.** Buyer shall comply fully with all industry safety standards and all safety related laws, rules and regulations applicable to the manufacture, distribution or sale of items incorporating the products supplied by Telit. Buyer shall defend and hold Telit harmless against any expense, loss, costs or damages relating to any claimed failure by Buyer to comply with such industry standards, laws, rules or regulations or from any bodily injury, illness or property damage resulting from products manufactured by Buyer which incorporate the products supplied by Telit.
22. **DATA PROTECTION.** Each Telit and Buyer shall ensure that any personal data provided by the other party is protected and processed in accordance with all applicable data protection laws and regulations. Each Telit and Buyer shall take all necessary measures to prevent unauthorized access to or disclosure of such personal data. Each Telit and Buyer shall collect and process personal data provided by the other party only to the extent necessary to fulfill its obligations under this agreement. Neither Telit nor Buyer shall use such personal data for any other purpose without the express consent of the other party. Each Telit and Buyer shall promptly notify the other party of any suspected or actual data breach that affects the personal data processed under this agreement and shall cooperate with the other party to investigate and remedy such a breach.
23. **ENTIRE AGREEMENT.** These Terms constitute the entire agreement of the parties and supersede all prior negotiations, proposals, agreements and understandings, whether oral or written, relating to the products to be purchased hereunder or otherwise relating to the subject matter of this Agreement. Any representation, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Telit.
24. **ASSIGNMENT.** Buyer shall not assign or transfer any rights or claim under this Agreement without the prior written consent of Telit, and any purported assignment made without such consent shall be void. In case of authorized assignment, the Buyer will remain jointly and severally liable together with the assignee for the performance of all the obligations mentioned hereunder. Telit may assign this agreement and any of its rights and obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.
25. **FORCE MAJEURE.**
- 25.1. Telit will not be in breach and will not be liable for any non-performance, partial performance or delay in performance if such non /partial performance or delay is due to circumstances beyond Telit's reasonable control, whether foreseeable or unforeseeable, including but not limited to, shortages of labor, energy, fuel, machinery or materials,

technical or yield failures, war, civil unrest, epidemic, pandemic, acts of any government authority or any agency thereof, including refusal, delay or denial of permits, licenses, authorizations and/or approvals if and when are required by such government or agency for the fulfilment of these terms, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act, or Act of God (“Force Majeure”).

25.2. In the case of Force Majeure, Telit shall give notice of the event to the Buyer and the performance of the Agreement shall be automatically extended by the period of time, which is reasonably necessary for Telit to overcome the consequences of such event.

25.3. If the performance in whole or part of any Telit's obligations is delayed or prevented by reason of Force Majeure for a period exceeding three (3) months, Telit may at any time without further liability to the Buyer, request termination of the Agreement or any part thereof. However, Force Majeure shall not prevent or delay the payment of any sum due or to be due by Buyer.

26. **GENERAL.** The invalidity or unenforceability, in whole or in part, of any provision herein shall not affect the validity or enforceability of any other provision herein. Failure or delay on the part of either party to exercise any right, power, privilege or remedy herein shall not constitute a waiver thereof. The section headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation of these Terms.

Telit may revise these Terms and any other applicable or associated policies in Telit's sole discretion at any time. It is the Buyer responsibility to review Telit's Terms and Conditions page for changes as such changes will be binding upon Buyer.

27. **GOVERNING LAW.** In the event of a dispute between Buyer and Telit arising out of, or relating to, these Terms, their interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations. The validity, construction, and interpretation of this Agreement and all purchase orders issued hereunder shall be solely and exclusively governed by and construed in accordance with the applicable law determined as follows, without giving effect to principles of conflict of laws: (i) for sales made by Telit UK, Telit Italy, Telit Germany and Telit India, the laws of England and Wales shall apply; (ii) for sales made by Telit US, and Telit Brazil, the laws of the State of New York, USA shall apply; (iii) for sales made by Telit Israel, the laws of the State of Israel shall apply; (iv) for sales made by Telit Korea, the laws of the Republic

of Korea shall apply; and (v) for sales made by Telit HK, the laws of Hong Kong shall apply. **The parties expressly agree to exclude application of the United Nations Convention in Contracts for the International Sale of Goods.**

28. **CHOICE OF FORUM.** The choice of forum for disputes arising under or relating to these Terms shall be determined as follows: (i) for sales made by Telit UK, Telit Italy, Telit Germany and Telit India, the courts located in London, England shall have sole and exclusive jurisdiction; (ii) for sales made by Telit US and Telit Brazil, the federal courts located in New York County, New York shall have sole and exclusive jurisdiction; (iii) for sales made by Telit Israel, the courts located in Tel Aviv, Israel shall have sole and exclusive jurisdiction; (iv) for sales made by Telit Korea, the courts located in Seoul, Korea shall have sole and exclusive jurisdiction; and (v) for sales made by Telit HK, the courts located in Hong Kong shall have sole and exclusive jurisdiction, without regard to its conflict of laws principles. Each party hereby consents to submit to the exclusive personal jurisdiction in the applicable forum set forth above and expressly waives any right to object to such personal jurisdiction, or the convenience of such forum. Notwithstanding the aforesaid, a disclosing party may seek injunctive relief to protect its Confidential Information in any court worldwide.