



RUCKUS WIRELESS PRIVATE LIMITED SALARPURIA SUPREME NO. 95/2 GROUND FLOOR WEST WING FIRST FLOOR EAST & WEST WINGS MUNNEKOLALU VILLAGE BENGALURU-560037 KARNATAKA INDIA TAX ID: 29AAECR0778F1Z6	Purchase Order Number	PURIN5023-00324
	Order Date	03-NOV-2020
	Change Order Date	03-NOV-2020
	Ordered	2,279,658.00 INR

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

Supplier	CONNECTIVITY IT SOLUTIONS PVT LTD # 1877 3RD FLOOR GANGOTHR 31ST CROSS 10TH MAIN BANASHANKARI 2ND STAGE, B SK II STAGE BANGALORE-560 070 KARNATAKA INDIA	Bill To	RUCKUS WIRELESS PRIVATE LIMITED SALARPURIA SUPREME NO. 95/2 GROUND FLOOR WEST WING FIRST FLOOR EAST & WEST WINGS MUNNEKOLALU VILLAGE BENGALURU-560037 KARNATAKA INDIA
		Ship To	SALARPURIA SUPREME NO. 95/2 GROUND FLOOR WEST WING FIRST FLOOR EAST & WEST WINGS MUNNEKOLALU VILLAGE BENGALURU-560037 KARNATAKA INDIA

Currency Code	Supplier Number	Payment Terms	Freight Terms	Incoterms	Shipping Method
INR	1127110	Net 30	PREPAY AND ADD	DAP	
Requester/Buyer Contact					

Arun Sekaran Ganesan  
E-mail:Arun.Sekaran@commscope.com  
Phone:

Line#/Ship ment#	Item/Supplier Item	Item Description	Revision	Price	Quantity	UOM	Ordered	Due date
1		SSD,960GB,12G,DS212C, W/MSW		379,943.00	6	Each	2,279,658.00	

Notes18% GST applicable

Total2,279,658.00

THIS ORDER IS SUBJECT TO AND CONDITIONED UPON SUPPLIER'S ASSENT TO BUYER'S TERMS AND CONDITIONS, WHICH ARE ATTACHED. BUYER OBJECTS TO ALL ADDITIONAL OR DIFFERENT TERMS THAT SUPPLIER HAS PROPOSED, OR MAY PROPOSE. SUPPLIER'S COMMENCEMENT OF PERFORMANCE OR ANY OTHER INDICATION OF AGREEMENT SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER AND ALL OF ITS TERMS AND CONDITIONS.

## PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE AND AGREEMENT.** This purchase order ("Order") will be deemed accepted by Supplier's commencement of performance, shipment of products (including "Software" as defined in Section 9 below) specified in this Order ("Products"), provision of services to be provided under this Order ("Services") or other indication of agreement, whichever occurs first, and will constitute acceptance of this Order and all of its terms and conditions ("Acceptance Date"). This Order and all related transactions inure to the benefit of the entity issuing this Order ("Ordering Entity"), including Ordering Entity's affiliates, subsidiaries, divisions and all other related entities (collectively with Ordering Entity, "Buyer"), each and all of which are entitled to the rights, remedies and benefits of this Order. In addition, Buyer's respective customers, subcontractors and any entity Buyers expect or intend to use, consume or resell the Products or Services hereunder each shall have the rights, remedies and benefits under sections 8, 9 and 10 of this Order as third party beneficiaries of this Order ("Third Party Beneficiaries"). The term "Supplier" includes Supplier's parents, affiliates, subsidiaries, divisions, all other related entities, and their respective subcontractors ("Supplier Related Entities"), and Supplier represents and warrants that it is authorized to agree to these terms on behalf of itself and each of Supplier Related Entities. Only Ordering Entity and Supplier are obligated to perform under and fulfill the terms and conditions of this Order. This Order constitutes the entire agreement between Ordering Entity and Supplier and, except to the extent inconsistent with a separate agreement signed by the parties that expressly applies to the subject matter of this Order, this Order supersedes all other oral or written agreements, arrangements, representations and communications regarding its subject matter, including without limitation, quotations, proposals, or bids. Ordering Entity hereby objects to any terms proposed by Supplier in Supplier's quotation, invoice, proposal, bid, acceptance or acknowledgment of Ordering Entity's offer, or any Supplier shrink-wrap, click-through or packaging terms, or other documents which add to, vary from, or conflict with the terms of this Order. All such proposed terms will not operate as a rejection of this offer but are deemed a proposed material alteration, and this offer will be deemed accepted by Supplier without said additional, different or conflicting terms. If this Order is deemed under applicable law to be an acceptance of a prior offer by Supplier, such acceptance is limited to and expressly conditioned on Supplier's assent to the terms contained in this Order.

2. **PRICE.** The price of the Products and Services are as indicated on the face of this Order, in US dollars unless other currency is indicated ("Price"), and Price is inclusive of all of Supplier's costs (including labeling, packaging, taxes, duties, insurance and handling) unless other arrangements are indicated. If the Price is omitted from the Order, the Price will be the lower of a) the lowest prevailing market price, and b) the lowest price paid for similar Products/Services under prior Buyer orders. Supplier hereby guarantees that the Price is Supplier's best price to any customer for the same or similar Products/Services and is competitive with any other seller's price for similar products and/or services ("Price Guarantee"). Buyer may terminate this Order in whole or in part without liability if Supplier breaches its Price Guarantee and has no obligation to pay any amount in excess of the Price Guarantee. Supplier will keep appropriate records to demonstrate compliance with this Section 2. Any increase in the Price will be effective only with the prior written consent of Buyer and set out in a further Order.

3. **INVOICING AND PAYMENT.** Unless otherwise instructed by Buyer in writing, Supplier will invoice Buyer upon receipt of Products by Buyer at its facility, completion of Supplier's performance, or for Software, acceptance by Buyer, whichever occurs latest. Upon Buyer's request, Supplier agrees to submit electronic invoices in accordance with Buyer's electronic invoice and payment process, at the web link to be provided by Buyer along with the request. Buyer's payment of the invoice will be made only in accordance with the terms of this Order and will not be deemed an acceptance of any terms and conditions proposed by Supplier's documents. At Buyer's request, Supplier will invoice and accept payment in other currencies at prevailing currency exchange rates. Supplier will separately state on each invoice any import duties or sales, use, value added, excise or similar tax. Supplier will not charge tax if Buyer is exempt from such taxes and furnishes Supplier with a certificate of exemption. Buyer will be responsible for any sales, use, VAT, or similar taxes, import duties or any other such assessment however designated. All payments due under this Order will be made without deduction or withholding, unless required by any applicable law of any relevant governmental revenue authority then in effect, in which case, Buyer will pay Supplier's invoice net of the required deduction/withholding, pay the required amount to the relevant governmental authority, and furnish Supplier with evidence of the withholding tax payments which, to the extent permitted by law, will be in the name of Supplier. When required by law, and in advance of any amounts payable by a U.S. Buyer entity under this Order, for a withholding tax rate other than the standard U.S. 30% rate to apply, Supplier will provide to Buyer a completed U.S. Form W-8BEN (or completed Form W-8ECI) to support a reduced rate of U.S. tax withholding as a resident of a foreign country with which the United States has an income tax treaty. Upon the expiration of the Form W-8BEN (or Form W-8ECI), Supplier will provide a new Form W-8BEN (or new Form W-8ECI) to Buyer. Unless a different period is indicated by Buyer on the face of this Order, payment is due net 90 calendar days from the latest of the date (i) of Buyer's receipt of Products, (ii) Buyer pulls Products from the hub (if Supplier is participating in Buyer's supplier owned inventory program), (iii) Buyer receives an invoice, or for disputed amounts, (iv) 10 calendar days after the dispute is resolved and a corrected invoice received. If local law requires a shorter payment term, then the longest payment term permitted applies. If Supplier is participating in Buyer's "Pay from Receipt" program, then Buyer, rather than Supplier, will generate invoices in accordance with that program. Supplier may not assign, pledge, discount or otherwise encumber Buyer receivables without Buyer's prior written consent. Supplier will work cooperatively with Buyer to ensure timely payment of any amounts payable to Buyer. In addition to all rights of setoff or recoupment provided by law, each and all of Buyer and Buyer Related Entities may, at any time and in its sole discretion, apply any amounts payable or other amounts due or owing by Supplier or any Supplier Related Entities, whether arising under this Order or any other order, contract, obligation or undertaking ("Buyer Receivables") to reduce any amounts payable or other amounts due or owing by Buyer or any Buyer Related Entities, whether arising under this Order, any other order, contract, obligation or undertaking ("Buyer Payables"), and without regard to which of Supplier or Supplier Related Entities are parties to the transactions. Neither Supplier nor Supplier Related Entities may exercise rights of setoff or recoupment with respect to Buyer Receivables or Buyer Payables without Buyer's prior written consent.

4. **CONFIDENTIAL INFORMATION.** Confidential Information means confidential or proprietary data, materials or information disclosed by Buyer to Supplier: (i) in written, graphic, machine recognizable, electronic, sample, or any other tangible or visually perceptible form, which is clearly designated as "confidential" or "proprietary" at the time of disclosure; and (ii) in oral form, if it would be reasonable given the circumstances surrounding disclosure to conclude that Buyer considered such orally disclosed information confidential or proprietary ("Confidential Information"). Notwithstanding the foregoing, all Buyer information delivered by Buyer relating to this Order, including product specifications, prototypes, designs, samples, testing processes and results, quality and manufacturing procedures and requirements, customer information, software and related documentation, product or technology roadmaps, cost or price information, demand or volume information, market share, market or financial projections and other similar information, and the existence of this Order and its terms and conditions, is Confidential Information without regard to designation or written confirmation as "confidential" or "proprietary". Confidential Information is and at all times will remain the property of Buyer and Buyer's ability to use or disclose the Confidential Information is not and will not be restricted in any way. Supplier will: (i) maintain the confidentiality of Confidential Information and not disclose it to any third party, except as authorized by Buyer in writing; (ii) restrict disclosure of, and access to, Confidential Information to its employees, contractors and agents who a) have a "need to know" in order for Supplier to perform its obligations under this Order, and b) are bound to maintain the confidentiality of the Confidential Information by terms of nondisclosure no less restrictive than contained herein; (iii) handle Confidential Information with the same degree of care as Supplier uses for its own confidential information, but in no event less than reasonable care; (iv) use Confidential Information only for the purpose of performing and, to the extent necessary, to fulfill its obligations under this Order; and (v) promptly notify Buyer upon discovery of any unauthorized use, access or disclosure of the Confidential Information, take all necessary steps to regain possession and protection of the Confidential Information and prevent further unauthorized actions or breach of this Order. Except as otherwise provided in this Order, no use of any Confidential Information is permitted, and no grant under any Intellectual Property Rights of Buyer is given or intended, including any license implied or otherwise. Supplier will not directly or indirectly export or re-export any Confidential Information to any country for which any applicable government, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining the license or approval. Supplier will not reverse engineer, de-compile, or disassemble any Confidential Information. If Supplier is required to access Buyer computer resources, systems or premises, Supplier will, and will cause any person who may require access on Supplier's behalf to, first execute and deliver to Buyer, an information protection and security/confidentiality agreement. Upon fulfillment, expiration, or termination of this Order or receipt of Buyer's written request, Supplier will immediately stop using and return to Buyer all Property of Buyer and Confidential Information including without limitation all items that contain any Confidential Information, all Buyer-consigned inventory, all types of Buyer Property, all Buyer software and all other Buyer materials in Supplier's possession. Supplier acknowledges that Confidential Information contains information that is proprietary and valuable to Buyer and unauthorized dissemination or use of the Confidential Information will cause irreparable harm to Buyer. Supplier's obligation to keep confidential the Confidential Information will survive for 5 years following the later of fulfillment, expiration or termination of this Order or Supplier's return or destruction of the Confidential Information and certification of such return or destruction.

5. **OWNERSHIP OF PROPERTY, SPECIFICATIONS AND WORK PRODUCT.** Supplier will provide all labor, materials, tools, equipment, personnel, supervision, and facilities necessary to provide the Products and Services. All tools, equipment, dies, gauges, models, drawings, software or other materials paid for by Buyer or furnished or bailed by Buyer to Supplier ("Property") are, and remain, the sole property of Buyer and will be used only for manufacturing, testing or supplying the Products and Services to Buyer under this Order. Supplier agrees that any suggestions, comments or other feedback provided by Supplier to Buyer with respect to Products, Services, Buyer products or Confidential Information provided by Buyer ("Feedback") is given entirely voluntarily and Supplier grants Buyer the right to use, have used, disclose, reproduce, modify, license, distribute or exploit the Feedback for any purpose, entirely without obligation, payment or restriction on use or disclosure of any kind. Buyer will retain ownership of all specifications and other documentation for the Products and Services and will be the owner of all modifications and enhancements made by or for Buyer or by or for Supplier to such specifications and documentation ("Specifications"), including without limitation any modifications or enhancements to such Specifications based on Supplier's Feedback. Additionally, Supplier agrees that all materials in whatever form and all modifications or enhancements to the Products or Services prepared or produced by Supplier under this Order ("Work Product") are a "work made for hire" under the copyright laws of the United States and other applicable jurisdictions and are assigned to and will become the sole property of Buyer. At Buyer's request and expense, Supplier will execute all papers and provide reasonable assistance to Buyer necessary to vest ownership in Buyer of, and to enable Buyer to obtain Intellectual Property Rights in, all such Work Product, Feedback, and modifications or enhancements to Specifications. "Intellectual Property Rights" means any and all: (i) copyrights, trademarks, trade names, domain names, goodwill associated with trademarks and trade names, designs, and patents; (ii) rights relating to innovations, know-how, trade secrets and Confidential Information (technical and non-technical); (iii) moral rights, mask work rights, author's rights, and rights of publicity; and (iv) other industrial, proprietary and intellectual property-related rights anywhere in the world that exist as of the Acceptance Date or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation. Title to all work and Work Product, whether or not completed and to all materials on account of which any payment has been made by Buyer, will vest in Buyer. Supplier will (a) safeguard all Property: while it is in Supplier's custody and control; (b) be liable for any loss or damage to the Property; (c) keep the Property free from all liens or charges of any type; (d) use the Property only for Buyer Products; and (e) return the Property to Buyer upon request without further bond or action. Supplier agrees to waive and hereby does waive any lien it may have in regard to the Property and to ensure that subcontractors do the same. Supplier may not sell, recycle or otherwise dispose of excess, obsolete, scrap, work-in-process, raw materials, or finished Products associated with this Order without Buyer's permission. Supplier's obligations as stated in this Section 5 survive the fulfillment, expiration, or termination of this Order.

6. **OFFSET CREDITS.** Supplier recognizes that in certain countries Buyer is subject to "offset obligations" that require Buyer to create economic benefits in those countries in order to be eligible to continue to sell products or otherwise conduct business in those countries. This Order may be placed in support of applicable Buyer offset obligations. Supplier acknowledges that in its fulfillment of this Order it may generate economic benefits that can be claimed as "offset credits" against any applicable Buyer offset obligations. Supplier agrees that all offset credits generated as a result of its fulfillment of this Order: (i) will belong solely to Buyer (or its subsidiaries, affiliates, customers or other third parties as Buyer may from time to time designate); and (ii) will be timely transferred by Supplier to Buyer (or its designates). In addition, Supplier will provide at its cost all documentation and other assistance as may be reasonably necessary for Buyer to claim and validate offset credits with relevant government authorities.

7. FORECASTING AND ORDERING. Supplier will use forecasting, ordering, and delivery systems as directed by Buyer, the terms and conditions of which are incorporated into and made a part of this Order.

## 8. WARRANTIES.

Supplier represents and warrants that the Products and Services are free of any condition that would pose a potential environmental or safety hazard, and that: (i) for a period of 60 months from the date of receipt by Buyer (unless otherwise mutually agreed by the parties), all Products and Services are merchantable, free from defects in design, materials and workmanship, of the highest quality, and conform to the terms and conditions of all applicable schedules, specifications, drawings, documentation, Buyer instruction books or service manuals, Buyer test and quality standards, and industry standards; (ii) the Products and Services meet all the quality requirements in Section 16 of this Order; (iii) the Products and Services are fit and safe for the purpose intended by Buyer; (iv) the Products are wholly new and contain new components and parts throughout; (v) the Products are wholly new and contain new components and parts throughout that are (a) genuine; (b) from the legitimate source claimed or implied by the marking and design of the product offered; and (c) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material; (vi) Supplier has good and warrantable title to the Products and Services, free and clear of any liens, encumbrances or other restrictions on use or distribution; (vii) Supplier has full power and authority to license the Software (as defined in Section 9 below) and to convey all other rights and licenses granted to Buyer under this Order; (viii) the Products are properly packaged and labeled; (ix) Services will be performed by qualified persons with a high standard of skill, care and diligence utilizing, if applicable, Buyer parts or parts of equal quality, except for Services involving intrinsically safe equipment, for which only Buyer parts will be utilized; (x) Supplier has obtained all necessary approvals, consents and authorizations to enter into this Order and to perform and carry out its obligations under this Order; (xi) the introduction of the Euro to any territory (or part thereof) shall not affect the ability of the Supplier to carry on business and that it shall be in a position to supply Buyer and perform its obligations to the standard set out in the Order in any currency agreed in writing by Buyer and if the Euro ceases to be the lawful currency of any participating member state, this will not affect the denomination of any amount under the Contract which is expressed in Euros or any obligation under the Contract to make payment in Euros and will not have the effect of altering any term of the Contract or of discharging or excusing performance under the Contract and it will not give either party the right to vary or to terminate the Contract and/or any Order; and (xii) Supplier's performance under this Order does not violate any provision of any bylaw, charter, regulation, or any other governing authority of Supplier and has been duly authorized by all necessary partnership or corporate action. Supplier further represents and warrants that: (a) Supplier has no knowledge of, and there are no unresolved assertions, demands or pending litigation alleging that the Products or Services infringe or misappropriate any third party Intellectual Property Rights; (b) Supplier has obtained all necessary rights under any third party Intellectual Property Rights necessary for the manufacture, sale, use or other distribution of the Products and provision of Services; and (c) the Products and Services do not infringe or misappropriate any third party Intellectual Property Rights. If Supplier receives a third-party assertion of infringement or misappropriation of Intellectual Property Rights related to a Product or Service, Supplier will use best efforts to avoid interruption in supply or performance and will take all appropriate actions to handle the assertion responsibly in accordance with established legal practice, including, without limitation: (A) obtaining opinion(s) of outside counsel regarding non-infringement by Supplier or invalidity of the asserted Intellectual Property Rights; (B) instituting proceedings to invalidate the asserted Intellectual Property Rights; (C) investigating and implementing design changes that avoid such asserted Intellectual Property Rights; and/or (D) investigating and procuring licensed components or license rights under the asserted Intellectual Property Rights, that would exhaust, cover or encompass such asserted Intellectual Property Rights. Additionally, Supplier hereby provides and Buyer is entitled to all warranties that arise by implication or operation of law, and Supplier will extend to Buyer all warranties Supplier receives from its suppliers, service providers and subcontractors (collectively, its "Supply Chain"). All warranties extend to Buyer and through Buyer to its customers. Supplier agrees that its representations and warranties are reaffirmed with each shipment or delivery of Products or Services. All warranties survive any inspection, acceptance, payment, or resale by Buyer.

## 9. ADDITIONAL WARRANTIES FOR SOFTWARE.

9.1 For purposes of this Order, "Software" means object code and/or source code provided to Buyer by, or at the direction of, Supplier, including any firmware, free-standing object code or source code that works with or runs on Products, or that is used on or in conjunction with Buyer products or Buyer internal systems, documentation and all bug fixes, updates and upgrades relating to such code. Supplier represents and warrants that all Software is free from any "Vulnerabilities", meaning: (i) self-destruction mechanisms; (ii) illicit code; (iii) any copy protection schemes that interfere with the use of the Software or with Buyer's or an end user's ability to exercise its rights and privileges under this Order; and (iv) security vulnerabilities, including any vulnerabilities that allow unauthorized destruction of, access to or control of Product(s) or Buyer product(s), other elements of a system that includes Product(s) or Buyer product(s), or any information residing on Product(s), on Buyer product(s), an end user's product(s) or system(s), or other elements of a system that includes Product(s). Supplier further represents and warrants that it complies with general industry practices regarding the detection and correction of Vulnerabilities. Supplier will promptly notify Buyer if Supplier becomes aware of any actual or potential Vulnerability, including a description of the concern, an analysis of the actual or potential threats and Supplier's proposed mitigation plan.

9.2 Supplier will not, without Buyer's written consent, incorporate (in whole or in part) into any part of the Products, any Software that contains or is derived in any manner (in whole or in part) from software that is: (i) distributed as free software, open source software or similar licensing or distribution models; (ii) distributed pursuant to a distribution model in which any party can be a licensee without notice to the licensor, (including, but not limited to, licenses similar to the General Public License (GPL) or Lesser/Library (LGPL), the Artistic License (e.g., PERL); the Mozilla Public License; the Netscape Public License; the Sun Community Source License (CSL); the Sun Industry Source License (SISL); and the Apache License); or (iii) licensed pursuant to a license that includes any of the following requirements: (a) disclosure or distribution of software in source code form; (b) non-assertion or licensing of patents; (c) disclosure of any modifications to the software; (d) redistribution at no charge; or (e) attribution requirements other than to maintain notices within the source code; (items (i) – (iii) collectively "OSS"). Supplier will provide complete and accurate disclosure and description of any OSS included in the Products/Services and the corresponding OSS license terms.

9.3 Additionally, Supplier represents and warrants that: (i) any OSS in the Product or Service (a) is contained solely within identified packages/components of the Software; (b) does not have any portion residing outside of the Software; and (c) will not be available, intermingled, or dispersed within or outside the Software at any time or in any way to cause exposure, linking or combination with any other software; (ii) it has complied and will continue to comply with all obligations, terms and conditions imposed under any applicable OSS license, including but not limited to any modification and attribution requirements; and (iii) it has and will maintain processes and precautions necessary to provide accurate disclosure of OSS and to prevent any risk that any OSS will impose licensing conditions on Buyer, or that any Buyer or third party software will be provided to, or become subject to an obligation to be provided to, the open source community or otherwise enter the public domain, as a result of Supplier's activities.

10. REMEDIES. Unless specifically prohibited by this Order, all rights and remedies under this Order are cumulative. In addition to other remedies provided in this Order and those available at law or in equity, if Supplier defaults on or breaches its obligations under any provision of this Order or delivers Products or Services that are late, defective, non-conforming, in Buyer's opinion present a potential safety or environmental issue, or otherwise fail to comply with the representations and warranties in this Order, whether or not apparent upon inspection, Supplier will immediately and at its sole expense: (i) at Buyer's option, immediately re-perform, repair or replace the affected and potentially affected Products and Services, or provide a refund for such Products and Services; (ii) expedite late deliveries and performance; and (iii) take immediate remedial action for affected and potentially affected Products and Services according to a corrective action plan approved by Buyer. Supplier will be liable for all direct, indirect, incidental and consequential harm to Buyer and its customers arising from any breach of any provision of this Order, including, without limitation, all liabilities, losses, costs, expenses, charges, fines, penalties or damages incurred by Buyer or its customers related to all Products and Services ("Damages"). Damages include without limitation costs to create and/or procure replacement products, software, or services, all costs of applying appropriate software patches, updates or upgrades, investigating, inspecting, sorting, repairing, replacing, reworking, repackaging, reflash, removing, re-installing, retesting, recovering or recalling the Products or Services, or Buyer products or services that incorporate or are otherwise potentially affected by such Products or Services, storing, shipping, expediting, stop of line, plant closures, lost profits, damage to goodwill and reputation, customer concessions or penalties, and any injury to person or property. In addition, Buyer in its sole discretion, (without liability of any kind, including without limitation, liability for raw materials, work-in-process or finished goods Supplier may have on hand) may reschedule or cancel this Order and any other order or forecast for: (a) such affected or potentially affected Products or Services; (b) any other potentially affected products or services; and (c) any related products or services. Supplier further agrees that none of Buyer's rights and remedies under this Order or arising at law or in equity, including, without limitation, the total amount and type of damages Buyer may recover, or the time in which Buyer must assert a claim or file a lawsuit, are or may be limited, restricted, or reduced in any way. Buyer also will have the right to seek and Supplier agrees that Buyer is entitled to receive specific performance by Supplier of its obligations under this Order.

11. LICENSE GRANTS. Supplier grants to Buyer (with the right to sublicense for Buyer's benefit) and to its third-party distributors, manufacturers and contractors, a perpetual, irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license, under Supplier's and its licensors' Intellectual Property Rights to: (i) use, make, reproduce, demonstrate, perform, create derivative works of, market or otherwise distribute Software, related documentation and application program interfaces; (ii) use, review, inspect, scan, modify, maintain, support and reproduce Software source code; and (iii) assemble, edit, merge, translate and compile additional copies of Software source code (including derivative works), to Software object code, for incorporation into or use with Product(s) or Service(s); (iv) use, make, have made, demonstrate, market, import, offer for sale, sell, license, or otherwise distribute, Buyer's products incorporating or used with Software or Service(s), and provide to end users and customers of Buyer's products incorporating or used with Software or Services a limited right to use the Software. Within 15 days of Buyer's request, Supplier agrees to deliver to Buyer's designated escrow agent ("Escrow Agent"), at Supplier's sole expense, all source code and object code (including the most recent version thereof and all related documentation), designs, data, schematics, manuals, "read me" files, software tools (debugging, support, test and validation), hardware tools (including masks), libraries, specifications, RTL code and other materials necessary for repair, support, manufacture, and supply of Product(s), Software and Service(s) related to this Order ("Deposit Materials") pursuant to the terms of Buyer's escrow agent agreement. Upon occurrence of any of the release conditions or any of the events set out in Section 13 of this Order, Buyer may unilaterally direct the Escrow Agent to deliver to Buyer the Deposit Materials free and clear of all claims, liens and other encumbrances without regard to any objection by Supplier. Buyer is entitled to an injunction for specific performance of such obligation if Supplier's representative, including any trustee in bankruptcy, refuses to comply with the foregoing obligations. Supplier hereby grants Buyer (with the right to sublicense to third parties for Buyer's benefit) a present, perpetual, irrevocable, worldwide, nonexclusive, royalty free, fully paid-up, transferable right and license under Supplier's and its licensors' Intellectual Property Rights to: (A) use, make, have made, demonstrate, market, import, offer for sale, sell, license, or otherwise distribute, support, or maintain Products or Services (or derivatives thereof) throughout the world; (B) use, have used, make or have made, copy, reproduce, have reproduced, modify, have modified, execute, translate, compile, display, perform, prepare derivative works of, distribute copies of, the tools, equipment, documentation, Software, materials and other information, whether owned by Supplier or Buyer, that Supplier uses, or that otherwise are necessary, to manufacture, supply and support the Product(s) or perform the Service(s); (C) provide to Supplier's own suppliers (including without limitation fabricators and foundries) (collectively, "Upstream Suppliers") a limited right to do all of the preceding for Buyer's benefit, notwithstanding any contractual or other prohibition against such actions (which Supplier hereby waives); (D) decompile, reverse engineer, and derive source code of Software and create derivative works of the derived Software source code and exercise all rights under this Section 11 with respect thereto; and (E) have access to Supplier's tools, equipment, materials and premises to do any of the foregoing. Supplier authorizes Buyer to disclose the terms of this Order to Upstream Suppliers and authorizes the Upstream Suppliers to contract directly with Buyer to provide products and services to fulfill this Order; provided, however that Buyer will not exercise its rights under (A)-(E) unless and until (a) a release condition in Buyer's escrow agent agreement or a condition for termination under Section 13 occurs, or (b) a product or service discontinuance event occurs under Sections 14 or 18. The parties agree that all of the rights, remedies, and covenants contained and provided in this Section 11 comprise a license of "intellectual property" within the meaning of 11 U.S.C. § 365(n). In the event of bankruptcy, the parties agree that Buyer is entitled to the full protection provided to licensees of Intellectual Property Rights specified in 11 U.S.C. § 365 and other applicable law; the escrow agent agreement is an agreement supplementary to this Order, as provided in 11 U.S.C. § 365(n); and any Deposit Materials will not become property of the bankruptcy estate under 11 U.S.C. §

541. Supplier understands that Buyer may use one or more additional suppliers of product(s) the same or similar to Supplier's Products ("Similar Component(s)"), and Supplier covenants and agrees: (i) not to assert, bring, cause to be brought or threaten to bring against Buyer, its contract manufacturers or customers (collectively "Buyer Parties") any claim, action or proceeding alleging that a Buyer Party's (a) purchasing, having made, using, importing, offering for sale, selling or distributing any Similar Component(s), or (b) purchasing, manufacturing, having made, using, designing, assembling, importing, offering for sale, selling or distributing any Buyer product(s) incorporating Similar Component(s), infringes or misappropriates any of Supplier's Intellectual Property Rights; and (ii) not to seek to enjoin, exclude from importation or otherwise interrupt the purchase, manufacture, use, importation, offer for sale, sale, or distribution of (a) Similar Component(s) by, to, or for the Buyer Parties, or (b) such Buyer product(s). The licenses, rights and covenants under Supplier's Intellectual Property Rights in this Section 11 are binding on Supplier's successors in interest to, and all transferees, assignees, and any exclusive licensee of, any of Supplier's Intellectual Property Rights. Supplier agrees to inform all successors in interest, transferees, assignees and licensees of such licenses, rights and covenants and to obtain their written consent to be bound by this covenant. No license, implied or express, under any Buyer Intellectual Property Rights, including any license to use, exercise, or incorporate any Buyer Intellectual Property Rights is conveyed to Supplier by Buyer under this Order. Buyer may allow third parties to exercise the rights and licenses granted in this Section 11 for the benefit of Buyer or its customers. All licenses granted and rights accorded to Buyer, end users, and/or the Buyer Parties in this Section 11, and all Supplier's obligations in this Section 11, will survive fulfillment, expiration, or termination of this Order.

12. **BUYER TRADEMARKS.** All trademarks, service marks, insignia, symbols, or decorative designs, and trade names and other words, names, symbols and devices associated with Buyer and Buyer's products and services ("Buyer Marks") are the sole property of Buyer's affiliate. Supplier acknowledges and agrees that it: (i) has no right to use Buyer Marks without Buyer's prior written consent; (ii) will take no action which might derogate from Buyer's rights in, ownership of, or the goodwill associated with, such Buyer Marks; and (iii) will remove all Buyer Marks from any Products (including scrap and excess materials) not purchased by Buyer. In the event Buyer consents in writing to Supplier's use of the Buyer Marks on the Products, Buyer hereby licenses to the Supplier the right to use the Buyer Marks solely for the purpose of affixing the Buyer Marks on the Products. Supplier agrees that any and all goodwill developed in the Buyer Marks used by Supplier hereunder shall inure to and be owned by Buyer or its trademark licensor. Supplier warrants that it shall not use any of the Buyer Marks for any products other than the Products. Supplier shall not use a trademark or other mark (other than a Buyer Mark) in connection with its distribution of the Products unless and until it has been agreed upon in writing by each of the parties. Buyer agrees to execute a short form trademark assignment agreement to the extent that it is necessary to record the trademark license under this Section.

13. **TERMINATION.** Buyer may terminate or cancel all or any part of this Order immediately at any time for its convenience, without liability to Supplier, upon written notice to Supplier. In addition to all remedies provided elsewhere in this Order and at law or in equity, Buyer also may terminate or cancel this Order immediately, without liability to Supplier upon written notice if: (A) Supplier: (i) fails to comply with any provision of this Order; (ii) delivers a Product or Service late; (iii) provides a Product or Service that fails to meet Buyer's requirements; (iv) delivers a Product or Service which is defective or which does not conform to this Order; (v) fails to perform as agreed or to provide reasonable assurances of future performance upon request; (vi) provides a Product or Service that infringes or misappropriates any Intellectual Property Right; (vii) experiences an appointment of a receiver or an assignee for the benefit of creditors, (viii) becomes insolvent or unable to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws; (ix) fails to meet a payroll when due; (x) fails to timely pay an amount owed to its any of its Supply Chain; (xi) misses an interest payment on a loan; (xii) fails to pay its insurance premiums or fails to maintain adequate insurance to cover its obligations under this Order; (xiii) encumbers its capital assets; or (B) any of Supplier's Supply Chain

requires advanced payment terms. Supplier may not revoke its acceptance or otherwise refuse to fully perform its obligations under this Order. The representations, warranties, indemnities and other obligations that explicitly survive, or by their nature or context are intended to survive, fulfillment, expiration, or termination of this Order will survive. Supplier may terminate this Order only based on Buyer's material breach of an obligation under this Order and only after providing Buyer with 30 days advance written notice and a reasonable opportunity to cure the breach. Upon fulfillment, expiration or termination of this Order, at Buyer's request, Supplier will transfer all records that pertain to this Order to Buyer, but retain a copy of any records required to be kept by law, rule, regulation, or in connection with any legal process or proceeding, subject at all times to applicable confidentiality obligations.

14. **INDEMNIFICATION.** Supplier will fully defend, indemnify and hold harmless Buyer and all of its past, present, and future affiliates, customers, distributors, officers, directors, employees, contractors, successors, assigns, agents, attorneys and insurers ("Buyer Indemnitee(s)") against any and all claims, damages, costs, expenses (including without limitation court costs and attorney fees), suits, losses, or liabilities of any type, under any theory of liability or recovery, ("Claim(s)") arising from or related to: (i) any death, injury, or property damage caused by acts or omissions of Supplier, or its past, present or future officers, directors, employees, contractors, subcontractors, representatives or agents ("Indemnifying Party(ies)"); (ii) acts or omissions of the Indemnifying Parties, including without limitation Supplier's performance of, or failure to fully, properly and timely perform, any obligation in this Order (including, e.g., delivery of Product(s) or Service(s) that are, or are alleged to be, defective, nonconforming, or not in compliance with the warranties in this Order); (iii) any possible, actual or asserted infringement or misappropriation of any Intellectual Property Rights arising from or related to any Product, Software, or Service, or to a Buyer product or service by virtue of incorporation of or use with, a Product, Software, or Service, either alone or in combination; or (iv) Supplier's non-compliance with Sections 21-27. Further, if the purchase, manufacture, having made, use, importation, offer for sale, sale, or distribution of any Product(s) or Service(s) or portion thereof, or any Buyer product or service by virtue of incorporation of a Product or Service, is sought to be, is reasonably likely to be, or is in fact, enjoined or excluded from importation, then Supplier, at its sole expense and on terms acceptable to Buyer, will: (i) procure the right for the Buyer Indemnitees to continue purchasing, manufacturing, having made, using, importing, offering for sale, selling, and distributing such Product(s)/Service(s) and Buyer products and services incorporating or used with them; or (ii) subject to Buyer's prior written approval, replace or modify such Product(s)/Service(s) so that they become non-infringing, are fully backward compatible, and meet all of Buyer's requirements, including without limitation ensuring that quality, quantity, price and delivery are equal or superior to that of the Product(s)/Service(s) being replaced or modified. Additionally, at any Buyer Indemnitee's request, Supplier promptly will issue a full refund of the total amounts paid for such Product(s)/Service(s), and any Buyer Indemnitee may reschedule or cancel any or all pending Orders and forecasts for (a) such Products/Services, (b) any related products or services, and (c) any other potentially impacted products or services, without liability of any kind. At Buyer's request, Supplier also will assist Buyer in making alternative supply arrangements for such Products/Services, related products or services, and other potentially affected products or services, including but not limited to delivering to Buyer Deposit Materials for such Product(s)/Service(s) and related product(s) or service(s) so that Buyer can exercise its license rights under Section 11 as if such Product(s)/Service(s) and related product(s)/service(s) were discontinued. Supplier will not enter into any settlement order that affects any Buyer Indemnitee without Buyer's prior written consent. Buyer may at its own expense actively participate in any suit or proceeding through its own counsel, except that Supplier will reimburse Buyer for such expenses if Buyer's participation through its own counsel is needed to avoid conflicting interests between the parties, to pursue any Buyer defenses, or to comply with a tribunal's rules or orders. Supplier agrees that time is of the essence and will use best efforts and act in good faith to satisfy its obligations under this Section 14. If Supplier disputes its obligation or fails to fully and timely perform its obligations hereunder each and all of the Buyer Indemnitees may assume the defense and/or settlement of the matter, provided, however, Supplier will remain fully and solely responsible for the Claim. Buyer has no obligation to indemnify Supplier under any circumstances. Supplier agrees that its obligations as set forth in this Section 14 will survive the fulfillment, termination, cancellation, or expiration of this Order.

15. **CHANGES.** Supplier will not make changes to Products or Services or to the manufacturing, testing, quality or other processes, the bill of materials, materials, design, tools, sources of materials, or locations used to manufacture, assemble, or package the Products or perform Services without Buyer's prior written approval. Any unauthorized change of any type will render the changed Products and Services nonconforming and will constitute a material breach of Supplier's obligations under this Order, and Supplier is responsible for all resulting Damages. Buyer may request changes to Products or Services at any time upon written notice to Supplier. Supplier will implement the Buyer requested changes, and this Order will be deemed amended to incorporate the changes. However, if the requested changes will affect the cost of performance or the time required to perform, Supplier will advise Buyer in writing within 30 days of Buyer's change request, and will not implement the change without Buyer's written approval.

16. **QUALITY AND INSPECTION.** All Product(s) and Service(s) must: (i) be in conformity with all applicable schedules, specifications, drawings, documentation, Buyer instruction books or service manuals, such period of conformity being no less than the longer of the warranty period (60 months) and the Product's expected effective life; (ii) satisfy Buyer's test and quality standards and processes; (iii) meet applicable industry quality and performance standards; (iv) comply with all applicable legal and regulatory requirements, including without limitation all applicable safety and consumer protection legislation in the country of manufacture, the United States, the United Kingdom and the country of destination; and (v) be merchantable, fit, and safe for the purpose intended by Buyer. No Product changes shall be made without Buyer's prior written consent. Supplier shall provide Buyer with a copy of any information relating to the safety aspects and to the proper use of the Products. Supplier shall notify Buyer immediately in the event there is a change to a safety aspect of a Product. Supplier will perform its obligations under this Order in strict compliance with these requirements, and will meet Buyer's Six Sigma standards and adhere to Buyer-required quality processes on an ongoing basis, with the objective of delivering zero defects for all Products and Services. If the standards, requirements, processes, procedures, or terms and conditions related to the Products, Services or this Order, vary or conflict, the most stringent will apply, as determined by Buyer. Any deviation from these requirements is a material breach of this Order. Payment for Products or Services does not constitute acceptance. Products and Services will only be deemed accepted when they have actually been counted, inspected and tested by Buyer and found to be in conformance with this Order. Buyer will have a reasonable opportunity to inspect Products and Services. Buyer will also have the right to reject the Products as though they had not been accepted for a minimum of 90 days after any latent defect in the Products has become apparent. At Buyer's request, Supplier promptly will issue a return material authorization ("RMA") to Buyer for non-conforming Products, and Products rejected, in excess of the amount ordered, or delivered in advance of the delivery schedule. All returns to Supplier are at Supplier's expense. Title to Products designated for return by Buyer will immediately revert to Supplier at the time of Buyer's designation. Supplier promptly will evaluate the Products/Services to identify the root cause of the defect or non-conformance, and provide Buyer with a detailed analysis. Buyer's return or non-acceptance of Products/Services will not affect Buyer's other rights and remedies under this Order or applicable law, including without limitation the right to reject or revoke acceptance of defective or non-conforming Products or Services. Nothing contained in this Order relieves Supplier of its obligation to ensure that proper testing, inspection and quality control is performed. Buyer has the right to inspect Supplier's and Supplier's Supply Chain's facilities, equipment, materials, records, and the Products and Services, and may audit for compliance with this Order.

17. **PACKING, DELIVERY AND SHIPMENT.** All Products will be packed and shipped in accordance with instructions or specifications contained in this Order or provided by Buyer. In the absence of any such instructions, Supplier will comply with best commercial practices to ensure safe arrival at destination at the lowest transportation cost. Supplier shall ensure that Products which are potentially dangerous to health or safety shall be delivered only in suitable protective packaging or containers, the external surfaces of which shall be clearly labelled so as to indicate any hazards to health and safety involved in handling and/or using the Products. **TIME IS OF THE ESSENCE ON THIS ORDER.** Supplier will pay all costs of expediting. If Supplier fails to timely perform or deliver, Supplier will reimburse Buyer, at Buyer's option, for (a) all Damages incurred by Buyer as a result of late delivery or performance, or (b) liquidated damages in the amount of 1% of the price of the delayed delivery or performance for each calendar day of delay, computed from the due date without grace period. In addition, Buyer is entitled to terminate this Order without liability as to Products not yet shipped or Services not yet rendered, by written notice effective upon receipt by Supplier, and to purchase substitute products or services elsewhere and Supplier will pay any Damages incurred. Unless otherwise stated on the face of this Order, the delivery term for all deliveries under this Order is "FCA delivery point stated in this Order (Incoterms 2010)". If no delivery point is stated in this Order, the delivery term is "FCA closest airport to Supplier's factory (Incoterms 2010)." Supplier is responsible for loss or damage caused by Supplier and discovered after transfer of title. No charge will be allowed for packing, labeling, commissions, customs, duties, storage, crating, express handling or travel, unless specifically indicated on this Order or under a mutually agreed separate logistics support program.

18. **DISCONTINUANCE OF PRODUCTS OR SERVICES.** Supplier will not stop providing any Product or Service to or for Buyer for any reason, for the longer of (i) 3 years after commercial production qualification by Buyer of (a) the Product or Service, or (b) a Buyer product or service incorporating the Product or Service (whichever occurs later), or (ii) 2 years from the issue date of this Order ("Minimum Order and Supply Period"). After the Minimum Order and Supply Period expires, if Supplier intends to stop providing any Product or Service to or for Buyer for any reason, Supplier will give Buyer at least 12 months prior written notice ("End of Life Period"), during which time Buyer may continue to place orders for such Product(s) and Service(s), with delivery not to exceed 12 months from

the date of the order. At Buyer's request, Supplier will (i) assist Buyer in making alternative supply arrangements for the discontinued Product(s) or Service(s); and (ii) deliver to Buyer or its third-party designees all materials needed to manufacture or offer, service, and support, the discontinued Product(s)/Service(s) (including all Deposit Materials for such Product(s)/Service(s)) so that Buyer can exercise its license rights under Section 11. In addition to the rights and licenses in Section 11, Supplier also authorizes and grants Buyer and its designated third-party manufacturers, without any consideration owed to Supplier, the right to source products, materials and services required to continue supply of the discontinued Product(s)/Service(s), directly from Supplier's Supply Chain on terms no less favorable than those provided to Supplier, and upon Buyer's request, Supplier will provide Buyer with authorization letter(s) providing such sourcing rights. Further, at Buyer's request, Supplier will return to Buyer all items containing any Confidential Information related to the discontinued Product(s)/Service(s).

**19. SERVICE AND SUPPORT.** Supplier will provide training and documentation as requested by Buyer. Supplier will provide Buyer information about outstanding deliverables and any actual or potential issues related to Supplier's performance under this Order. Upon request, Supplier will (a) provide spare parts and spare Products to Buyer authorized service centers for service and repair of Product(s) and Buyer product(s), and (b) provide Buyer access to and use of any tools, equipment, materials, software, premises, and Intellectual Property Rights necessary for the repair, support, manufacture, or supply of Products or Services or for use of Products or Services in or with Buyer product(s) or service(s). Unless a longer period is specified, Supplier will make spare parts and repair services available for 7 years after last delivery under this Order. Supplier will have a detailed, written business interruption and recovery plan, including business impact and risk assessment, crisis management, information technology disaster recover, and business continuity. Supplier will update the plan annually and notify Buyer in writing of any activation of the plan. Within 60 days of Buyer's request, Supplier will provide Buyer a copy of the plan.

**20. INSURANCE.** Supplier will maintain at its own expense the following insurance policies, or such insurance policies which are equivalent to the foregoing to the extent available to Supplier in the country in which the Order is placed: (i) statutory Worker's Compensation in all jurisdictions where services are performed in connection with this Order; (ii) Employer's Liability of a minimum US \$1,000,000 per occurrence; (iii) Broad Form Commercial General Liability, including Contractual Liability for liability incurred under this Order, of a minimum US \$1,000,000 per occurrence; (iv) Business Automobile Liability of a minimum US \$1,000,000 per occurrence; (v) Umbrella / Excess Liability of a minimum US \$5,000,000 per occurrence on behalf of Supplier and its subcontractors; and (vi) insurance covering its assets and operations in an amount sufficient to fund the costs of compliance with the business interruption and recovery plan required by this Order. Additionally: (a) the Commercial General Liability policy must name Buyer as an additional insured and include a cross-liability endorsement; (b) the Worker's Compensation and Employers' Liability policies must provide a waiver of subrogation in favor of Buyer; (c) Supplier will cause all of its insurance to be designated as primary and provide for thirty (30) days' minimum prior notice of cancellation to Buyer; (d) at Buyer's request, Supplier will furnish Certificates of Insurance from a locally licensed insurance provider reasonably acceptable to Buyer; and (e) Supplier will require its Supply Chain to maintain, at a minimum, the same coverage and limits required of Supplier. Buyer's failure to ask for such evidence or Supplier's failure to provide it will in no way limit or waive Supplier's obligations to procure insurance. Nothing contained in these insurance requirements will be deemed to limit or expand the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policies. Nothing contained within this provision will affect or alter the application of any other provision in this Order. Deductibles or self-insured retentions must not exceed \$50,000 unless declared to and approved by Buyer prior to the date of this Order. The deductible and/or self-insured retention of the policies will not limit or apply to Supplier's liability to Buyer and will be Supplier's sole responsibility. Buyer has no obligation to procure or otherwise maintain any insurance covering Supplier, the Products or Services.

**21. ETHICS, CORPORATE RESPONSIBILITY, AND COMPLIANCE WITH LAWS.** Supplier will ensure, and on behalf of itself and its Supply Chain, represents and warrants, that all Products and Services are performed, produced and supplied in compliance with: (a) the latest version of both Buyer's Supplier Code of Conduct and all other Buyer supplier-related policies and procedures published at <https://corporateresponsibility.arris.com/> (which link may be updated periodically); and (b) all applicable laws, orders, rules, regulations and standards, including without limitation applicable product safety, environmental and recycling laws and regulations, and the requirements set out in Sections 22-27 (as may be updated periodically). Supplier will maintain appropriate compliance systems and be able to demonstrate a satisfactory record of compliance in its business conduct and upon request Supplier shall make available its policies on business conduct, ethics, and other applicable policies and/or records. Buyer (and its designated agents) may conduct inspections or audits for compliance with this Section 21. Such audits will be at Supplier's expense, unless otherwise directed by Buyer, at Buyer's sole discretion. Supplier further agrees to communicate and flow down the requirements of Sections 21-27 of this Order to its Supply Chain. Supplier will include in any sub-contract in its Supply Chain a right under the Contracts (Rights of Third Parties) Act 1999 for Buyer to exercise equivalent rights over the sub-contractor to those which it exercises over the Supplier in Sections 21-27 of this Order. Supplier will promptly correct any non-compliance in accordance with this Order and the Supplier Code of Conduct. Supplier will fully defend, indemnify, and hold harmless the Buyer Indemnitees against any Damages caused by any non-compliance. Upon Buyer's request, Supplier will obtain a subscription to the online system EICC-ON at [www.eicc.info/eicc-on\\_resources.shtml](http://www.eicc.info/eicc-on_resources.shtml) and complete the SAQ Supplier Self-Assessment Questionnaire within that system. Upon Buyer's request, Supplier will complete surveys and/or assessments relating to Corporate Responsibility performance. These may include but are not limited to third party assessments performed on behalf of Buyer.

**22. ETHICAL CONDUCT, ANTICORRUPTION AND UNFAIR BUSINESS PRACTICES.** Buyer will not do business with any entity or person where Buyer believes that payoffs or similar improper or unethical practices are involved, as per US FCPA (Foreign Corrupt Practices Act of 1977). Buyer expects its suppliers to abide by this policy and not to have a relationship with another entity or person, or engage in any activity that results or may result in a conflict of interest, or embarrassment to Buyer, or harm to Buyer's reputation. Supplier will: (i) provide the Products and Services with the highest ethical standards; (ii) maintain integrity, transparency and accuracy in corporate recordkeeping; (iii) act lawfully and with integrity in the proper handling of competitive data, confidential and proprietary information and intellectual property rights; (iv) comply with legal requirements regarding fair competition and antitrust, and accurate and truthful marketing; and (v) not engage in corrupt practices, including public or private bribery or kickbacks as per UK Anti-Bribery Act (The Bribery Act 2010) and US and UK Competition Laws (various Anti-Trust & Anti-Monopoly laws).

**23. ANTIDISCRIMINATION AND HUMANE TREATMENT OF WORKERS.** Supplier will employ workers on the basis of their ability to do the job and not on the basis of their personal characteristics or beliefs. Supplier will assure that Products (including parts) will not be produced, manufactured, mined, or assembled with use of forced, prison, or indentured labor, including debt bondage, or with use of illegal child labor in violation of International Labor Conventions for minimum age and child labor including compliance with UK Modern Slavery Act 2015. If Supplier recruits contract workers, Supplier will pay agency recruitment commissions, will not require workers to remain in employment for any period of time against their will, and will not impose any early termination penalties on workers. If Supplier provides housing or eating facilities, Supplier will assure the facilities are operated and maintained in a safe, sanitary and dignified manner. Supplier will operate safe, healthy and fair working environments, including managing operations so levels of overtime do not create inhumane working conditions. Supplier will pay workers at least the minimum legal wage, or where no wage laws exist, the local industry standard. Supplier will assure that workers are free to join, or refrain from joining, associations of their own choosing, unless otherwise prohibited by law. Supplier will not routinely require workers to work in excess of 6 consecutive days without a rest day.

**24. SAFETY DATA SHEETS/ENVIRONMENTAL PROTECTION.** Supplier will: (i) electronically provide safety data sheets, or equivalent documentation for all chemicals and applicable articles sold to Buyer under this Order; (ii) for all chemicals supplied or imported into the United States, certify that the chemicals are listed on the Toxic Substances Control Act, 15 USCS §2601, et. seq., chemical inventory, or are subject to an exemption specified in the material safety data sheets; (iii) implement a functioning environmental management system in accordance with ISO 14001 or equivalent (third party registration is strongly recommended but not required); (iv) for items imported into the United States, provide Buyer with a completed and signed ODS Certification available at <https://corporateresponsibility.arris.com/> (which link may be updated periodically) which certifies that Supplier products and their parts do not contain and are not manufactured with a process that uses any Class I ozone-depleting substances (as identified in 40 CFR Part 82 Appendix A to Subpart A, or as subsequently identified by the U.S. Environmental Protection Agency as Class I ozone-depleting substances); and (v) for Products used as parts or components for Buyer products (including packaging and any manuals that accompany products), comply with all provisions of Buyer's Controlled and Reportable Materials Disclosure Specification, available at <https://corporateresponsibility.arris.com/> (which link may be updated periodically). Supplier further certifies that all substances, preparations and articles provided to Buyer comply with all applicable EU REACH Directive Requirements (1907/2006 and 1272/2008).

**25. IMPORT/CUSTOMS.** Supplier will comply with: (i) all import and customs laws, regulations and administrative determinations of the importing country; and (ii) all security criteria of the importing country's government security program. If Supplier is providing Products to be delivered to, or services to support delivery to, the United States, Supplier will comply with the security criteria of the U.S. Customs and Border Protection's Customs-Trade Partnership against Terrorism (C-TPAT) Program (available at [www.cbp.gov](http://www.cbp.gov)). If Supplier is the exporter of record for any shipments, Supplier will obtain all export authorizations from the United States government or other governments that may be required to lawfully make such shipments. In addition to any other remedies Buyer may have, Supplier will be liable for all Damages related to any representations made by Supplier with respect to documentation or other Customs or Governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms (INCOTERMS).

**26. EEO COMPLIANCE REPORTS/DIVERSITY/UTILIZATION OF SMALL BUSINESSES.** If applicable, Supplier will comply with the provisions of FAR 52.222-21, 52.222-26, 52.222-35, 52.222-36 and 52.222-50 pertaining to Segregated Facilities, Equal Opportunity, Equal Opportunity for Veterans, Affirmative Action for Workers with Disabilities, and Combating Trafficking in Persons. If applicable, Supplier will maintain, at each establishment, affirmative action programs required by the rules of the U.S. Secretary of Labor (41 CFR 60-1 and 60-2). If requested: (i) Supplier will track and report to Buyer its Supply Chain's spend with minority-owned, women-owned and disabled veteran-owned business enterprises; (ii) Supplier and Buyer will agree on a goal for Supplier's Supply Chain spend, based upon a percentage of Supplier's total gross revenues under this Order; (iii) Supplier will submit quarterly progress reports, in a format designated by Buyer, by the twenty-fifth day of the month following the end of each calendar quarter; and (iv) Supplier will send all reports via email to Buyer Supplier Diversity Group at [supplier.diversity@commscope.com](mailto:supplier.diversity@commscope.com) (which address may be updated periodically). If applicable, Supplier will comply with the provisions of U.S. Federal Acquisition Regulation (FAR) 52.219-8 pertaining to Utilization of Small Business Concerns, as well as any other state and local, small and other business utilization laws.

**27. CONFLICT MINERALS-FREE.** Supplier agrees that any Products supplied under this Order will not contain minerals that directly or indirectly finance or benefit illegal armed groups ("Conflict Minerals"). The supplier shall be aware of the provisions of the U.S. Dodd-Frank Act (<http://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>) ,Sec. 1502, Conflict Minerals, and accompanying regulations regarding "Conflict Minerals", and exercise due diligence to comply with, and to demonstrate compliance with, the Act. Supplier will provide Buyer with evidence that the Products are Conflict Minerals-free using the Electronic Industry Citizenship Coalition/Global e-Sustainability Initiative (EICC/GeSI) Conflict Minerals Reporting Template (available at <http://www.conflictmineralsreporting.org/ConflictMineralsReportingTemplateDashboard.htm>) on a timetable and regularity required by Buyer as communicated to Supplier. Buyer shall have the right to audit Supplier's records and business operations to ensure accuracy of reporting and compliance with the provisions of this Section 27.

**28. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.** The parties agree and acknowledge that regardless of the location from which this Order is issued, events related to this transaction, such as order fulfillment, logistics, design, manufacturing, quality control, establishing delivery schedules and quantities, shipments, payment, and other events may occur in various locations around the world, including without limitation, the State of Georgia, United States of America ("Georgia"). Supplier agrees and acknowledges that an entity other than Ordering Entity, including, without limitation, one or more of the Third-Party Beneficiaries, might use, consume or resell the Products or Services purchased under this Order and that any breach of Supplier's obligations under this Order will cause harm to Ordering Entity and to those other entities. The parties therefore agree that this transaction has a significant relationship to Georgia and that this Order, all transactions and conduct related to this Order, and all disputes and causes of action between the parties related thereto (in contract, warranty, tort, strict liability, by statute, regulation or otherwise) will be governed exclusively by and construed in accordance with the laws of Georgia, without regard to its conflicts of laws provisions. The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale

of Goods. Notwithstanding the foregoing, Buyer is entitled to exercise the greatest rights, remedies and protections available under any potentially applicable law, and nothing in this section limits or abrogates in any way Supplier's obligations to comply with laws, regulations, ordinances or other obligations related to Supplier's conduct, including without limitation Supplier's compliance obligations set forth in Sections 21-27 of this Order. Unless otherwise agreed to in a writing signed by both parties, the parties agree that the sole and exclusive venue for any disputes, claims, controversies, or causes of action, whether legal or equitable, will be in the state or federal courts within the geographic bounds of the United States District Court for the Northern District of Georgia. If one or more provisions of this Order is held to be unenforceable under applicable law, the unenforceable portion will not affect any other provision of this Order and this Order will be construed as if the unenforceable provision was not present and at Buyer's request, Supplier will negotiate in good faith to replace the unenforceable provision with an enforceable provision with effect nearest to that of the provision being replaced. Supplier must formally initiate any legal action or claim against Buyer for non-payment within 6 months of the date on which the payment was due. Failure to do so will constitute a knowing and intentional waiver of all claims for non-payment, and Supplier will be estopped from pursuing any claim for non-payment more than 6 months after the date on which the alleged payment was due. In addition, Supplier must formally initiate any legal action or claim against Buyer for an alleged breach of any obligation related to or arising out of this Order within 1 year of the date of the alleged breach or be forever barred from pursuing such action or claim. Prior to initiating a lawsuit or other formal legal action, Buyer and Supplier will first attempt to settle any claim or controversy arising out of this Order through consultation and negotiation by the following process: The dispute will be submitted in writing to a panel of 2 senior executives from each of Buyer and Supplier for resolution. If the executives are unable to resolve the dispute within 15 days, the parties will mediate their dispute, sharing the cost equally, except that each party will pay its own attorney's fees. Within 15 days after written notice demanding mediation, the parties will choose a mutually acceptable mediator. Neither party will unreasonably withhold consent to the selection of the mediator. Unless otherwise agreed in a writing signed by both parties, the mediation will be conducted in Georgia. If the dispute cannot be resolved through mediation within 45 days, either party may submit the dispute to a state or federal court of competent jurisdiction in accordance with this Section 28. Use of any dispute resolution procedure will not be construed under the doctrines of laches, waiver, or estoppel to adversely affect the rights of either party. Except as set forth herein, Buyer's right to pursue its claims in court and to proceed before a jury will not be limited, and the time in which to file such lawsuits will not be reduced. Nothing herein prevents either party from resorting directly to judicial proceedings if the dispute is with respect to intellectual property rights, or interim relief from a court is necessary to prevent serious and irreparable injury to a party or others. Supplier will continue to perform its obligations under this Order during the pendency of any dispute.

29. MISCELLANEOUS. Suppliers of indirect goods and services agree to participate in the Ariba Supplier Network, more fully described at <http://www.ariba.com/supplier/suppliernetwork>, unless Buyer approves Supplier's written request to not participate. Supplier will not issue a press release or make any other disclosure regarding this Order, or about Buyer or Buyer's business generally, without Buyer's prior written consent. Supplier will maintain all records related to Products, Services and this Order, as required by this Order, law, rule, or regulation. Supplier may not assign this Order or any of its rights or obligations hereunder, or subcontract any of its obligations under this Order, without the prior written approval of Buyer. Any attempted assignment, delegation or transfer without the necessary approval will be void. Buyer may assign its rights or obligations under this Order, in whole or in part, without the need for Supplier's approval and at no additional cost to Buyer or to the assignee. Supplier retains responsibility for all Services subcontracted under this Order and will fully defend, indemnify and hold harmless Buyer against any liability for Damages caused by the acts or omissions of Supplier's subcontractors. UNDER NO CIRCUMSTANCES WILL BUYER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS. BUYER'S TOTAL LIABILITY FOR DAMAGES UNDER THIS ORDER WILL NOT EXCEED THE PRICE ALLOCABLE TO THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. Any notice, approval or consent required or permitted under this Order will be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service with tracking capabilities to the respective addresses of the parties set forth in this Order (or such other addresses a party may designate in writing). This Order and any documents attached to or referred to on this Order constitute the entire agreement between the parties with respect to the subject matter of this Order and can only be modified in a writing signed by authorized representatives of both parties. Supplier is an independent contractor in the performance of its obligations under this Order, and Buyer is to have no control over the methods and means Supplier uses to fulfill its obligations under this Order. Neither Supplier nor its employees will be considered employees of Buyer or entitled to participate in any Buyer employee benefits or plans of any kind. For a period of 1 year after the Acceptance Date, Supplier will not actively recruit, induce, or solicit for hire or employment, whether directly or indirectly, any Buyer personnel associated with this Order. Buyer's failure to enforce or insist on performance of any of the terms or conditions in this Order will not operate as a waiver of that or any other right.

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